

**SECOND AMENDMENT TO  
CONFERENCE AND EVENT CENTER MANAGEMENT AGREEMENT**

THIS SECOND AMENDMENT TO CONFERENCE AND EVENT CENTER MANAGEMENT AGREEMENT (the “Second Amendment”) is made as of this \_\_\_\_ day of August 2015 between the Port of Seattle, a Washington municipal corporation (“Port”), and Columbia Hospitality, Inc., a Washington corporation (“Manager”).

WHEREAS, the Port and CHI executed that certain Conference and Event Center Management Agreement dated April 4, 2012 for the management of certain conference and event centers owned by the Port, which agreement was amended by that certain First Amendment to Conference and Event Center Management Agreement dated October 20, 2014 (as amended, “the Agreement”); and

WHEREAS, the Port intends to terminate the agreement with its current cruise terminal manager and execute a new 15-year lease agreement with Norwegian Cruise Line Holdings Ltd. for the operation and substantial redevelopment of the Port’s Bell Street Cruise Terminal located at 2225 Alaskan Way, Seattle Washington (the “NCLH Lease Agreement”); and

WHEREAS, the Port has the right to undertake alterations and improvements to the Facility, but the redevelopment of the Bell Street Cruise Terminal will require the re-characterization of portions of the Facility and is expected to be of a scope and to occur on a schedule that is substantially more disruptive than contemplated by Section 5 of the Agreement;

WHEREAS, the parties have agreed on certain modifications to the Facility, on Manager’s ability to make accommodations for impacts on Event Activities from the redevelopment, and on an appropriate adjustment to Manager’s compensation to account for impacts to its income from the redevelopment;

NOW THEREFORE, the parties agree as follows:

**ARTICLE 1: DEFINED TERMS**

Capitalized terms that are undefined in this Second Amendment shall have the same meaning as set forth in the Agreement.

**ARTICLE 2: REVISIONS TO THE PREMISES**

2.1. Revisions Generally. The Bell Street Cruise Terminal is expected to undergo substantial redevelopment. While the Port has been provided a preliminary, conceptual plan for the revised configuration of the Bell Street Cruise Terminal, the plans are not final and are subject to revision. However, it is certain that the redevelopment will affect the Grand Concourse and Maritime Event Center, both of which are part of the Exclusive Premises, and the Cruise

Terminal VIP Area, the Cruise Terminal Waiting Area, and the Pier 66 Baggage Claim Area, all of which are part of the Extension Premises. These parts of the Facility will be impacted at varying times and may, even after the redevelopment starts, remain useable for Event Activities for a period of time. However, at some point during the redevelopment, each part will have undergone sufficient change such that it can no longer be used in its current configuration. At some other (not necessarily later) point in time, similar, replacement parts of the Facility will come into existence and become useable for Event Activities. Accordingly, the following revisions to the definitions associated with the Facility shall be made:

2.2. Revision to Exclusive Premises and Extension Premises. Effective October 1, 2015, the definitions of the terms “Exclusive Premises” and “Extension Premises” in Sections 1.11 and 1.14, respectively, are deleted in their entirety and replaced with the following:

1.11 Exclusive Premises. “Exclusive Premises” shall mean the Bell Harbor International Conference Center and the World Trade Center Seattle.

\* \* \* \*

1.14 Extension Premises. “Extension Premises” shall, for the period of time that each is or becomes and remains a part of this Agreement, mean the Cruise Terminal VIP Area, the Cruise Terminal Waiting Area, the Embarking Passenger Salon, the Disembarking Passenger Salon, the Grand Concourse, the Maritime Event Center, the New Cruise Terminal VIP Area, the New Cruise Terminal Waiting Area, the New Grand Concourse, the Pier 66 Apron, the Pier 66 Baggage Claim Area, the Pier 66 Public Plaza, the Pier 66 Roof Top Deck, the Revised Pier 66 Baggage Claim Area and the Smith Cove Cruise Terminal.

2.3. Deletion of Portions of the Facility. Effective on the day that each is first no longer suitable for use for Event Activities, the Cruise Terminal VIP Area, the Cruise Terminal Waiting Area, the Maritime Event Center, the Grand Concourse, and the Pier 66 Baggage Claim Area are hereby deleted from the definition of “Extension Premises” and removed from the Extension Premises and Agreement.

2.4. Additional Portions of the Facility. The following definitions are hereby added to the Agreement. Effective on the date that the area described by each of the definitions is first suitable for use for Event Activities, that area shall become part of the Extension Premises.

2.4.1 Embarking Passenger Salon. “Embarking Passenger Salon” shall mean that portion of the Port’s redeveloped Bell Street Cruise Terminal specifically depicted on Exhibit A-1a.

2.4.2 Disembarking Passenger Salon. “Disembarking Passenger Salon” shall mean that portion of the Port’s redeveloped Bell Street Cruise Terminal specifically depicted on Exhibit A-1a.

2.4.3 New Cruise Terminal VIP Area. “New Cruise Terminal VIP Area” shall mean that portion of the Port’s redeveloped Bell Street Cruise Terminal specifically depicted on Exhibit A-2a.

2.4.4 New Cruise Terminal Waiting Area. “New Cruise Terminal Waiting Area” shall mean that portion of the Port’s redeveloped Bell Street Cruise Terminal specifically depicted on Exhibit A-2a.

2.4.5 New Grand Concourse. “New Grand Concourse” shall mean that portion of the Port’s redeveloped Bell Street Cruise Terminal specifically depicted on Exhibit A-1a.

2.4.6 Revised Pier 66 Baggage Claim Area. “Revised Pier 66 Baggage Claim Area” shall mean that portion of the Port’s redeveloped Bell Street Cruise Terminal specifically depicted on Exhibit A-1a.

2.5. Final Exhibits Depicting Additional Portions of Facility. As part of the redevelopment of the Bell Street Cruise Terminal, the Port will prepare revised drawings accurately reflecting the location and boundaries of the New Cruise Terminal VIP Area, the New Cruise Terminal Waiting Area, the Disembarking Passenger Processing Area, the Embarking Passenger Processing Area, the New Grand Concourse and the Revised Pier 66 Baggage Claim Area. The Port shall complete these documents and deliver to Manager proposed Exhibits A-1b and A-2b (the “Proposed Exhibits”) depicting the final configuration of these areas (along with that portion of the Bell Harbor International Conference Center located on the second floor of the Bell Street Cruise Terminal). Unless Manager provides the Port with objection to the Proposed Exhibits within ten (10) business days of receipt, the Proposed Exhibits shall automatically become incorporated herein as Exhibits A-1b and A-2b and Exhibits A-1a and A-2a shall thereafter be of no force and effect. In the event that Manager has any objection to the Proposed Exhibits, the parties shall meet promptly and in good faith to resolve those objections (each party escalating any objections as needed within the party’s organization as set forth in Exhibit H), but failing an ability to resolve them and only to the extent that Exhibits A-1b and A-2b affect only the newly added portions of the Facility (and do not affect the Exclusive Premises or other Extension Premises), the Exhibits A-1b and A-2b prepared by the Port (as modified by any agreements that the parties were able to reach) shall be incorporated herein as Exhibits A-1b and A-2b.

2.6. Rights in the Additional Portions of the Facility.

2.6.1 Manager’s Right to Use Additional Portions of Facility. Manager’s right to use the Embarking Passenger Salon, the Disembarking Passenger Salon, the New Cruise Terminal VIP Area, the New Cruise Terminal Waiting Area, the New Grand Concourse, and the Revised Pier 66 Baggage Claim Area shall (except as set forth in this Second Amendment for the redevelopment of the Bell Street Cruise Terminal) be as set forth in Section 4.2.2.1 of the Agreement.

2.6.2 Deletion of Additional Portions of the Facility. The Port’s right to delete the Embarking Passenger Salon, the Disembarking Passenger Salon, the New Cruise Terminal VIP Area, the New Cruise Terminal Waiting Area, the New Grand Concourse, and the Revised Pier 66 Baggage Claim Area shall be as set forth in Section 4.4.3 of the Agreement.

2.6.3 Port Rights in the Additional Portions of the Facility. The Embarking Passenger Salon, the Disembarking Passenger Salon, the New Cruise Terminal VIP Area, the

New Cruise Terminal Waiting Area, the New Grand Concourse, and the Revised Pier 66 Baggage Claim Area are all part of the Extension Premises, and the Port's rights with respect to those areas shall be as set forth in Section 5.3 of the Agreement.

### ARTICLE 3: ACCOMMODATION OF EVENT ACTIVITIES

3.1. Manage Impact on Events. The Port and Manager acknowledge that the redevelopment of the Bell Street Cruise Terminal may have significant effect on Manager's operation and management of the Facility, including, without limitation, Event Activities. In order to mitigate some of those effects, the Port agrees that it will require its cruise terminal operator to:

3.1.1 Reasonably coordinate with the Port and Manager to permit those Event Activities that are currently scheduled in those portions of the Extension Premises located in the Bell Street Cruise Terminal to continue to the extent (but only to the extent) consistent with the redevelopment's budget and schedule objectives. A preliminary indication of the Event Activities that may not be able to be accommodated are attached hereto as Exhibit G.

3.1.2 Reasonably conduct the redevelopment at such times and in such a manner so as to permit Event Activities held in the Bell Harbor International Conference Center to occur without material impact, disruption or interruption, including, without limitation, making every reasonable effort to avoid any material adverse impact on those portions of the Facility that are scheduled to host Event Activities prior to December 31, 2015.

3.1.3 Work collaboratively and cooperatively with the Port to identify and engage in measures to prevent and resolve potential sources of conflict, including those related to Event Activities, before they escalate. In the event of a conflict among the parties, Manager and the Port agree to work together in good faith (and solely with regard to the Port, cause the cruise terminal operator to work in good faith) to resolve the dispute in accordance with the informal dispute resolution process outlined in the attached Exhibit H.

3.2. Mitigation Fund. Without limiting the obligations imposed by Section 3.1, the Port further agrees that it will include within the scope of its agreement with the cruise terminal operator a fund of not less than two hundred fifty thousand dollars (\$250,000.00) for mitigation measures specifically requested by the Port to either: (i) permit Event Activities to occur in the Bell Street Cruise Terminal Lease Area notwithstanding the redevelopment of the Bell Street Cruise Terminal or (ii) reduce the impact of the redevelopment on the adjoining Bell Harbor International Conference Center. The Port agrees that it will reasonably consult with Manager regarding the application of the mitigation fund in an attempt to maximize the benefit to the Facility and Manager's operations from these funds. Amounts spent from the mitigation fund shall not, however, be an Operating Expense.

3.3. Use Agreement. For Event Activities occurring within those portions of the Extension Premises located in the Bell Street Cruise Terminal during the cruise season, Manager shall, as its contribution for the reasonable cost of any utilities that Manager is required to pay under Section 4.2.3 of the Agreement, pay the Port's cruise terminal operator the sum of one hundred dollars (\$100.00) per event. The Port further agrees that it will require the cruise

terminal operator to use good faith efforts to enter into an agreement with Manager that, except to the extent inconsistent with its obligations under the NCLH Lease Agreement, is similar in scope and substance to that certain Use Agreement dated June 1, 2012 between Manager and Cruise Terminals of America, LLC (the "Use Agreement") and, among other things, provides further definition around confirmation of Events Activities, use of any cruise terminal furniture and equipment, cleaning, and inspections during the cruise season. Outside of the cruise season after the completion of the redevelopment, the Port will sublease the Extension Premises from the cruise terminal operator and agrees to work cooperatively with Manager to maximize the Facility's hosting of Event Activities in a manner similar to, and provide services similar in scope and substance to those of, the cruise terminal manager under Use Agreement; provided, however, the Port makes no representation or warranty regarding the amount of cruise terminal furniture or equipment that the cruise terminal operator will leave within the Facility, but nonetheless agrees to make commercially reasonable efforts (including, without limitation, exercising whatever discretion the Port may have under the NCLH Lease Agreement) to minimize the amount of any such furniture and equipment permanently affixed to the Facility or that might otherwise interfere with, or limit, the Facility's hosting of Event Activities. As used in this Section, "cruise season" shall refer to that period of time occurring each calendar year that commences ten (10) days before the first, scheduled cruise ship call at the Bell Street Cruise Terminal and extends until ten (10) days after the last, scheduled cruise ship calls at the Bell Street Cruise Terminal in the same calendar year.

#### ARTICLE 4: CANCELLATION COSTS AND OTHER ACCOMMODATIONS

4.1. Cancellation of Events. Notwithstanding the requirements of ARTICLE 3, the Port and Manager acknowledge that Manager may not, as result of the redevelopment of the Bell Street Cruise Terminal, be able to satisfactorily hold all Event Activities that Manager has currently scheduled for the Facility (and particularly for the Grand Concourse, the Maritime Event Center, the Cruise Terminal VIP Area, the Cruise Terminal Waiting Area, the Pier 66 Apron, and the Pier 66 Baggage Claim Area).

4.2. Cancellation Costs. To the extent the Port and its cruise terminal operator are not able to reasonably accommodate a particular Event Activity, Manager shall have the right to cancel or, subject to the client's consent, relocate or reschedule any Event Activity. If Manager must cancel the event, Manager may, subject to the Port's prior approval, pay termination and cancellation costs and expenses to the affected parties. If Manager is able to relocate or reschedule the Event Activity, Manager may, subject to the Port's prior approval, pay the client reasonable compensation to account for the adverse impacts to the Event Activity. Any such amounts paid out by Manager shall be an Operating Expense under Section 1.22.14 of the Agreement and may be paid from the Expense Account; provided, when Manager seeks reimbursement of the Expense Account under Section 9.3.2.6, any such amounts shall be specifically and separately identified. Notwithstanding the foregoing, any amounts paid by Manager in accordance with the preceding sentence during 2015 shall not be included in the calculation of Net Operating Profit for purposes of determining Manager's Incentive Management Fee for 2015 under Sections 6.21 and 6.2.2 of the Agreement. Any Port approval under this Section shall not be unreasonably withheld, conditioned or delayed, and such approval shall be deemed given under any circumstance where Manager is contractually or otherwise

legally obligated to pay termination, cancellation or relocation charges or other fees to a particular client.

4.3. Other Accommodation. To the extent that Manager believes a particular event has been or may be impacted notwithstanding the efforts of the Port and its cruise terminal operator to reasonably accommodate Event Activities, Manager shall expressly have the authority to grant discounts and/or offer its clients other, similar consideration (e.g. free item or upgrade) to account for the impact. So long as any such discount or other consideration does *not* entail a payment by Manager to the client from the Expense Account (any such payment being subject to Section 4.2), the discount or other consideration shall not require the Port's prior approval.

#### ARTICLE 5: MITIGATION OF IMPACT ON MANAGER'S FEES

5.1. Adverse Impact on Manager's Fees. The Port expressly acknowledges that the impacts from the redevelopment of the Bell Street Cruise Terminal will adversely affect Manager's Base Management Fee and Incentive Management Fee for the period of the redevelopment. The Port further acknowledges that such impacts significantly exceed the amount that Manager may reasonably be expected to bear under the provisions of Section 5.3 of the Agreement.

5.2. Minimum Assured Income. In order to mitigate the impact on Manager's income from the redevelopment of the Bell Street Cruise Terminal, the Port agrees that Manager will – notwithstanding the provisions of Article 6 of the Agreement – be entitled to the greater of (i) amounts calculated and owed under Article 6 of the Agreement based on the Facility's actual results or (ii) a minimum assured income (the "Minimum Assured Income") calculated as follows:

5.2.1 Period of Time. Manager shall be entitled to receive the guaranteed Minimum Assured Income for calendar years 2016, 2017 and 2018 plus any additional calendar years (or portions thereof) that elapse prior to the date that is six (6) months after the redevelopment achieves substantial completion. As used in this Section, "substantial completion" shall mean the date by which all of the redevelopment as a whole has progressed to the point where (a) it is sufficiently complete in accordance with the final plans that the cruise terminal operator has full, unrestricted and permanent occupancy and use of the redeveloped Bell Street Cruise Terminal, (b) only minor or incidental physical work remains to be completed, (c) all systems and parts of the redevelopment are commissioned and functional, (d) utilities are connected and operate normally, and (e) the Port and cruise terminal operator (as applicable) have obtained all occupancy permits to operate without material limitation from the Facility.

5.2.2 Amount of the Minimum Assured Income. The Minimum Assured Income for each calendar year for which Manager is entitled to receive the Minimum Assured Income under Section 5.2.1 shall be calculated, according to the following rules, using Manager's 2015 budget and/or 2015 actual results.

5.2.2.1 The Gross Revenues shall be inflated two and one-half percent (2.5%) per calendar year to project the Gross Revenues for 2016, 2017, 2018 and any additional calendar years (or portions thereof).

5.2.2.2 All of the Operating Expenses other than the Base Management Fee, Capital Reserve and Incentive Management Fee shall be inflated two percent (2%) per calendar year to project the Operating Expenses (other than Base Management Fee, Capital Reserve and Incentive Management Fee) for 2016, 2017, 2018 and any additional calendar years (or portions thereof).

5.2.2.3 Using the projected Gross Revenues and Operating Expenses calculated under Sections 5.2.2.1 and 5.2.2.2, the Base Management Fee shall be calculated as provided in Section 6.1 of the Agreement for 2016, 2017, 2018 and any additional calendar years (or portions thereof).

5.2.2.4 Using the projected Gross Revenues and Operating Expenses calculated under Sections 5.2.2.1 and 5.2.2.2, the Capital Reserve shall be calculated as provided in Section 1.22.11 of the Agreement for 2016, 2017, 2018 and any additional calendar years (or portions thereof). In performing the calculation of the amount of the Capital Reserve, any amount in excess of the three percent (3%) provided by Section 1.22.11 and reflected in either the 2015 budget or 2015 actual results shall be disregarded.

5.2.2.5 Using the projected Gross Revenues, Operating Expenses, Base Management Fee, and Capital Reserve calculated under Sections 5.2.2.1, 5.2.2.2, 5.2.2.3, and 5.2.2.4 for 2016, 2017, 2018 and any additional calendar years (or portions thereof), the Incentive Management Fee shall be calculated as provided in Section 6.2 of the Agreement for 2016, 2017, 2018 and any additional calendar years (or portions thereof). For clarity, the Incentive Management Fee for 2015, if any, shall be calculated and paid in accordance with Section 6.2 of the Agreement based on the Facility's actual results excluding any cancellation costs payable in 2015, as provided by Section 4.2.

5.2.2.6 The Minimum Assured Income shall be the total of Manager's Base Management Fee and Incentive Management fee calculated under Sections 5.2.2.3 and 5.2.2.5. For each calendar year 2016, 2017, 2018 or any additional calendar years (or portions thereof) for which Manager is entitled to the Minimum Assured Income, the Minimum Assured Income shall be calculated using amounts budgeted in the 2015 Annual Plan or 2015 actual results, whichever results in a greater total management fees (i.e. Base Management Fee plus Incentive Management Fee) for Manager, and then applying Sections 5.2.2.1, 5.2.2, 5.2.2.3 and 5.2.2.4 (as applicable). An illustration of how the Minimum Assured Income is to be calculated using amounts budgeted in Manager's 2015 Annual Plan (as opposed to 2015 actual results) is attached hereto as Exhibit I.

5.2.2.7 In the event it is necessary, as a result of the application of the potential extension of the Minimum Assured Income provided by Section 5.2.1, to calculate the Minimum Assured Income for any additional period of time, the same exercise shall be repeated for each additional calendar year with the Minimum Assured Income prorated into equal monthly amounts.

5.2.3 Payment of Minimum Assured Income. The Port will make payment of the Minimum Assured Income semi-annually at the end of the second and fourth quarters, contemporaneously with the calculation and payment of the Incentive Management Fee under

Section 6.2 of the Agreement. The Minimum Assured Income will be calculated on a year-to-date basis and, like the Incentive Management Fee, Manager may draw the Minimum Assured Income from the Expense Account thirty (30) days after Manager has provided the Port an invoice and documentation supporting the calculation of the Minimum Assured Income (together with such other and further documentation required for payment of the Incentive Management Fee under Section 6.2 of the Agreement); provided, when Manager seeks reimbursement of the Expense Account under Section 9.3.2.6, any amount for the Minimum Assured Income shall be specifically and separately identified. In the event of any overpayment by the Port of the Minimum Assured Income (calculated on a year-to-date basis), Manager shall promptly remit back to the Port the amount of any overpayment.

5.3. Cap on Management Fees. The Port and Manager agree that the Gross Revenues from the Facility will be materially impacted as a result of the redevelopment of the Bell Street Cruise Terminal and, accordingly, the seven percent (7%) cap on the sum of the Base Management Fee and Incentive Management Fee under Section 6.3 of the Agreement shall not apply for the period of time Manager is entitled to the Minimum Assured Income under this ARTICLE 5.

5.4. Right of Termination for Failure to Meet Annual Plan. The Port and Manager agree that the Port shall have no right of termination under Section 13.3 of the Agreement for each year (whether whole or partial) during which Manager is entitled to the Minimum Assured Income under this ARTICLE 5.

5.5. Operating Expenses. Except as otherwise expressly set forth in this Second Amendment, no costs or expenses incurred as part of the Port's planned alterations and improvements to the Facility (including, without limitation, any repairs or maintenance required as a result of such alterations or improvements) shall constitute an Operating Expense and no part of such alterations or improvements shall be funded through the Capital Reserve Account.

5.6. No Obligation to Undertake Alterations or Improvements. The Port acknowledges and agrees that Manager shall have no obligation to undertake or oversee any of the planned alterations or improvements to the Facility, including, without limitation, repairs or maintenance that may be required as a result of such alterations or improvements to the Facility (e.g. cracks in the wall resulting from construction activities), for which Manager would otherwise have primary responsibility for under the Agreement.

5.7. Interruptions to Facility Operations. Under no circumstances shall any disruption or interruption of Manager's operation or management of the Facility caused by the Port's planned alterations or improvements to the Facility constitute a default by Manager of its obligations to continuously operate the Facility in accordance with Section 7.2 of the Agreement.

## ARTICLE 6: GANGWAY RELOCATION

6.1. Cruise Gangway Relocation. As part of the redevelopment, it is expected that the current, single gangway will be replaced by two new gangways. The rights and responsibilities with respect to the relocation of the two gangways shall be as provided in Section 8.2 of the Agreement.



ARTICLE 7: ADDITIONAL PROCESS IMPROVEMENTS

7.1. Time Limitation on Additional Premises. The parties agree that there may, from time-to-time, be unique opportunities for Manager to take advantage of unused or unleased space controlled by the Port where the opportunity may extend for periods of time longer than ninety (90) days. Accordingly, the phrase “each for a total period of not more than ninety (90) days” is hereby deleted from Section 4.3 of the Agreement.

7.2. Shared Employees. The Port and Manager acknowledge that Manager employs one or more employees that are not exclusively dedicated to operations of the Facility. These include employees in Manager’s human resources, accounting and marketing departments. Since Manager’s employees in these departments do not generally keep detailed time records, accounting for the expense associated with these employees can be difficult under Section 1.22.1 of the Agreement. As a result, the Port and Manager agree – notwithstanding anything to the contrary in Section 1.22.1 – that the expense associated with these shared employees need *not* be measured by the actual percentage of time spent by each such employee on Facility business. Instead, the Port and Manager may agree that the expense associated with shared employees may be allocated between the Port (as an Operating Expense) and Manager on other more easily administered metrics. Without limitation, this may include apportioning the expense associated with accounts payable staff based on the relative number of invoices processed for each party and HR and payroll staff based on the relative number of employees managed for each party, etc. The particular, agreed methodology shall be documented between the parties in writing from time to time and shall not include any markup or other multiplier beyond the employee costs allocated between the parties.

7.3. Draft Annual Plan. The Port agrees that it has not materially benefitted from the Manager’s submission of an initial estimate of Gross Revenues and Operating Expenses by July 1 of each year. Accordingly, the first sentence of Section 7.4 of the Agreement is hereby deleted. Manager shall continue to submit the full Annual Plan by August 1 of each year.

7.4. Cruise Terminal Operator as Additional Insured. In addition to, and not in lieu of, any other requirements in Section 11.2 of the Agreement, Manager shall also name the Port’s cruise terminal operator as an additional insured on its general liability policy of insurance to the extent Manager makes use of the Extension Premises.

ARTICLE 8: MISCELLANEOUS

8.1. Exhibit. Exhibits A-1a, A-2a, G, H and I are attached to this Second Amendment after the signatures and by this reference incorporated herein.

8.2. No Further Amendment. Except as expressly set forth in this Amendment, all of the other terms and conditions of the Agreement remain in full force and effect.

8.3. Termination of the NCLH Lease Agreement. If the NCLH Lease Agreement is terminated by Norwegian Cruise Line Holdings Ltd. (or its affiliate) on or before May 1, 2016 as a result of its failure to satisfy one or more contingencies on or prior to May 1, 2016, then the following shall occur: (i) ARTICLE 2, ARTICLE 3 and ARTICLE 6 of this Second Amendment shall automatically terminate and, together with Exhibits A-1a, A-2a, and H, be of no effect, (ii)

to the extent the Facility has undergone any demolition or modification under the NCLH Lease Agreement prior to the termination, the Port shall cause the Facility to be restored promptly to its condition as of the date of this Second Amendment or to such other condition as approved by Manager, (iii) ARTICLE 4 shall continue to apply but only as to those Event Activities impacted through the date the NCLH Lease is terminated and any required restoration is complete, (iv) ARTICLE 5 shall continue to apply but, notwithstanding anything to the contrary therein, the Minimum Assured Income will only apply through the later of December 31, 2016 or six (6) months following the substantial completion (as defined in Section 5.2.1) of any required restoration, (v) ARTICLE 7 shall continue to be fully effective.

DATED as of the day and year first above written.

PORT OF SEATTLE, a Washington municipal corporation

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

COLUMBIA HOSPITALITY, INC., a Washington corporation

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

EXHIBIT A-1a

Pier 66 – Level 1

EXHIBIT A-2a

Pier 66 – Level 2

EXHIBIT G

Preliminary List of Event Activities that May Not  
Be Able to be Accommodated due to Redevelopment

- All Events Activities scheduled to occur between October 1, 2016 and April 30, 2017
- Due to the uncertainty around permitting and construction schedule, no other Event Activities have been identified at this time

EXHIBIT H

Informal Dispute Resolution Process

Any dispute between the parties shall be initially addressed on an informal basis in accordance with this Exhibit H. If a dispute arises under the Second Amendment (a “Dispute”), including, without limitation, any Disputes arising out of planned Event Activities, a party must give written notice of the Dispute to (i) the Port (in the case of Manager) or (ii) Manager (in the case of the Port or the cruise terminal operator) describing the Dispute and requesting that it be resolved pursuant to this dispute resolution process (the “Dispute Notice”). If the parties are unable to resolve the Dispute within ten (10) days of delivery of the Dispute Notice, then the party believing itself aggrieved (the "Invoking Party") shall call for escalation of the dispute by written notice to the other party. The parties shall work diligently to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the successive management levels set forth below:

<u>Level</u>	<u>Manager</u>	<u>The Port</u>	<u>Cruise Operator</u>
1			
2			
3			
4			

The negotiators at each management level shall have a period of ten (10) days in which to attempt to resolve the dispute, unless otherwise agreed to by the parties. The allotted time for the first-level negotiation shall begin on the date of receipt of the Invoking Party's notice. If a resolution is not achieved by negotiators at the first level at the end of the allotted time, then the allotted time for the negotiations at the next management level shall begin immediately. If a resolution is not achieved by the negotiators at the final management level within the allotted time for such negotiations, then either party shall have the right, but not the obligation, to seek any other available remedy. The parties agree that the foregoing shall not apply when a party makes a good faith determination that a material breach of the terms of the Agreement by (i) the Port or the cruise terminal operator (in the case of Manager) or (ii) Manager (in the case of the Port) is such that the damages to such party resulting from the breach will be so immediate, so large or severe, and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy. Each party agrees to continue performing its obligations under the Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of the Agreement.

EXHIBIT I

Calculation of Minimum Assured Income Using 2015 Budget

<i>Inputs</i>	
Revenue Growth Rate (per §5.2.2.1 of the Second Amendment)	2.50%
Expense Growth Rate (per §5.2.2.1 of the Second Amendment)	2.00%
Base Management Fee Rate (per §6.1 of the Agreement)	3.50%
Capital Reserve Rate (per §1.22.11 of the Agreement)	3.00%
Net Operating Profit Threshold for IMF (per §6.2 of the Agreement)	15.00%
Incentive Management Fee Rate (per §6.2 of the Agreement)	15.00%

	<b>2015 Budget</b>	2016	2017	2018
BHICC Gross Revenues	\$7,261,165	\$7,442,694	\$7,628,761	\$7,819,481
Cost of Sales	\$1,486,351	\$1,516,078	\$1,546,400	\$1,577,328
Direct Expenses	\$2,266,416	\$2,311,744	\$2,357,979	\$2,405,139
Undistributed Expenses	\$1,804,915	\$1,841,013	\$1,877,834	\$1,915,390
General Insurance	\$29,000	\$29,580	\$30,172	\$30,775
Base Management Fee	\$254,141	\$260,494	\$267,007	\$273,682
Capital Reserve	\$442,835	\$223,281	\$228,863	\$234,584
Total Operating Expenses	\$6,283,658	\$6,182,191	\$6,308,253	\$6,436,898
<b>Net Operating Profit</b>	<b>\$977,507</b>	<b>\$1,260,503</b>	<b>\$1,320,508</b>	<b>\$1,382,583</b>
Net Operating Profit (% of Gross Revenues)		17%	17%	18%
Incentive Management Fee		\$189,076	\$198,076	\$207,387
<b>Minimum Assured Income</b>		<b>\$449,570</b>	<b>\$465,083</b>	<b>\$481,069</b>