

**FIRST AMENDMENT
TO
LEASE AND CONCESSION AGREEMENT**

THIS FIRST AMENDMENT to Lease and Concession Agreement (this "Amendment") is entered into this ___ day of April 2015, by and between the **PORT OF SEATTLE**, a Washington municipal corporation (the "Port") and **ATZ INC.**, a Washington corporation (herein "Lessee"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings given to them in the Agreement.

RECITALS

WHEREAS, the Port and Lessee entered into a Lease and Concession Agreement dated July 30, 2013 (the "Agreement") covering Lessee's occupancy of certain described Premises at Seattle-Tacoma International Airport for the operation of a paid public parking lot for automobiles and other related activities; and

WHEREAS, Section 15 of the Agreement provides for an equitable adjustment to the Agreement in the event Lessee suffers substantial and negative impacts from material deviations in the schedule to provide improvements to the Premises and from certain nearby improvements; and

WHEREAS, Lessee asserts that it has suffered such impacts, and the parties have now mutually agreed on an appropriate adjustment to the Agreement along with certain other relief and adjustments as further set forth in this Amendment;

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. Premises and Signage Area. Having now completed the installation of the monument sign and provided Lessee use of some additional land under the North Airport Expressway suitable only for use as storage, the definition of the term "Premises" and "Signage Area" are hereby deleted and replaced with the following:
 - 1.17 Premises. "Premises" shall mean and refer to the Airport Parking Lot, which is legally described on Exhibit A and depicted on Exhibit B, together with the Signage Area. The Premises (exclusive of the Signage Area) are located north of the Airport, are bounded by the Airport freeway and 170th Street, and consist of approximately 528,738 square feet of land, on which certain improvements including the Building are located.
 - 1.20 Signage Area. "Signage Area" shall mean and refer to that parcel of land located across 170th Street from the Airport Parking Lot which is legally

described on Exhibit A and depicted on Exhibit B, consisting of approximately 24 square feet of land, on which the Port has constructed a monument sign for the parking concession granted by this Agreement.

2. Term. The base term of the Agreement, as set forth in Section 3.1 of the Agreement, shall be revised to five (5) years and nine (9) months, expiring June 30, 2019; *provided*, that Lessee may notify the Port any time prior to September 30, 2017 that it declines the extension described in this paragraph 2 and, in such event, the term of the Agreement shall expire as originally scheduled on September 30, 2018.
3. Building Rent. The Port and Lessee acknowledge that Lessee first occupied the replacement Building on or about October 30, 2014. Therefore, as provided in Section 4.1.1 of the Agreement, Building Rent decreases to \$1,500.00 per month commencing November 1, 2014.
4. Deferral of Minimum Annual Guarantee and Percentage Rent Increases.
 - a. Consistent with the increase in the term provided by Section 1 of this Amendment, the increases in the Minimum Annual Guaranty and Percentage Fees for the second and subsequent Agreement Years shall be deferred by nine (9) months. Consequently, notwithstanding Section 1.2 of the Agreement, the first Agreement Year (but only the first Agreement Year) shall commence on the Commencement Date and expire on June 30, 2015. The second Agreement Year will commence on July 1, 2015 and each successive Agreement Year will start each July 1 thereafter.
 - b. For the months October 2014 through June 2015, Lessee shall continue to pay the Minimum Annual Guarantee at the first Agreement Year rate of \$1,500,000 and pay the Percentage Fee at the first Agreement Year rate of 55% on Gross Receipts from Parking and 15% on Gross Receipts from Ancillary Services.
 - c. For the extended duration of the first Agreement Year and each successive Agreement Year, Lessee shall pay the Minimum Annual Guarantee at a seasonally adjusted monthly amount determined according to the schedule set forth below. For example, Lessee shall pay a monthly Minimum Annual Guarantee amount for the month of October 2014, the first month of the nine-month extension of the first Agreement Year, equal to \$127,200 ($8.48\% \times \$1,500,000 = \$127,200$), and so forth for each of the remaining eight months of the nine-month extension of the first Agreement Year. As an additional example, Lessee shall pay a monthly Minimum Annual Guarantee amount for the month of July 2015, the first month of the second Agreement Year (as deferred by this Amendment), equal to \$197,250 ($7.89\% \times \$2,500,000 = \$197,250$).

Month	Percentage of Annual MAG
October	8.48%
November	7.54%
December	8.48%
January	7.85%
February	7.60%
March	8.54%
April	10.13%
May	9.34%
June	8.16%
July	7.89%
August	7.81%
September	8.20%

- d. For the first Agreement Year (as extended by this Amendment) the annual reconciliation described in Section 4.1.2 of the Agreement shall cover the period from the Commencement Date through June 2015 and shall occur following the Port's receipt of Lessee's Annual Report for such 21-month period. For purposes of the reconciliation, the total Minimum Annual Guarantee for the twenty-one (21) month period comprising the first Agreement Year, shall be the sum of \$1,500,000 *plus* the additional monthly Minimum Annual Guarantee payments to be made by Lessee pursuant to subparagraph 4.b above for the months of October 2014 through June 2015, inclusive.

5. Rent Credits.

- a. Lessee and the Port acknowledge that for the months of February 2015 and March 2015, Lessee made Minimum Annual Guarantee payments under Section 4.1.2 of the Agreement based on a Minimum Annual Guarantee amount of \$2,500,000 and, for February 2015, Percentage Fee payments under Section 4.1.3 of the Agreement based upon a Percentage Fee on Gross Receipts from Parking of 60%. As a result, Lessee's payments for February and March 2015 will exceed the amounts otherwise due under this Amendment. Accordingly, the Port and Lessee agree that they will, within fourteen (14) days of mutual execution of this Amendment, confer to calculate the amount by which Lessee has overpaid for the months of February and March 2015, and Lessee shall be entitled to a credit against the next Minimum Annual Guarantee payments due under Section 4.1.2 of the Agreement in such amount, which Lessee may withhold from such payments.
- b. In addition to, and not in lieu of any of the adjustments provided in this Amendment, Lessee shall be also entitled to a credit against future Rent obligations in the amount of Twenty Five Thousand One Hundred Seventy-Five Dollars and Ninety-Five Cents (\$25,175.95). Lessee shall take this Rent

credit within one hundred twenty (120) days of execution of this Amendment against payments due under Section 4.1.2 of the Agreement.

6. Extension Options. In the event that Lessee desires to extend the term of the Agreement as set forth in Section 3.2 of the Agreement, Lessee shall provide written notice thereof to the Port no earlier than fifteen (15) months, and no later than one (1) year prior to expiration of the then current term of the Agreement. Lessee shall include with such notice Lessee's proposed financial terms for such extension period and any other proposed revisions to the Agreement. If Lessee so notifies the Port that it desires to extend the term of the Agreement, then the Port agrees that Port staff will, so long as the continued use of Premises as a parking lot is consistent with its long-term plans for development of the airport, either accept Lessee's proposed terms or reject Lessee's proposed terms and negotiate exclusively and in good faith with Lessee for period of sixty (60) days in an attempt to reach agreement on the terms for such extension period. In the event that Lessee and Port staff reach agreement on mutually acceptable terms within such sixty (60) day period, they will sign a term sheet reflecting those agreed terms, and Port staff will promptly seek and recommend Port Commission approval for the extension on such terms. Lessee acknowledges that final approval of such extension must be made by the Port Commission. If the Lessee and Port staff are unable to reach agreement during such sixty (60) day period, the Port shall be free to pursue other alternative uses and/or operators (including the Port) for the Premises.
7. No Additional Improvements. The Port shall not be required to provide any additional improvements beyond those otherwise required by Section 15.1.1 of the Agreement. Without limiting the generality of the foregoing, the Port shall specifically not be required to provide any variable message sign(s) in lieu of the two of the static entrance/exit signs otherwise to be provided.
8. Mutual Release of Claims.
 - a. Lessee, for itself and any parties claiming by or through Lessee, hereby releases and forever discharges the Port and its Commissioners, employees, agents, and contractors (collectively, the "Port Parties") from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts and demands (collectively, "Claims") associated with: (i) the construction of the improvements required by Section 15.1 of the Agreement, and (ii) the Port's deviation from any schedule required by Section 15.1. This release extends to all Claims, whether known or unknown, now existing or arising in the future, excepting only those for latent defects, unexpired warranty claims, and claims for indemnity or contribution arising out of or related to bodily injury or property damage occurring during the course of any such construction.
 - b. Lessee also hereby releases and forever discharges the Port Parties from any Claims related to impacts to Lessee's operations from the construction of the

“nearby improvements” contemplated by Section 15.2 of the Agreement, but only to the extent that such impact has occurred or been suffered as of the date of this Amendment and not with respect to “nearby improvements” not yet constructed. The foregoing release shall not relieve the Port from its obligations to use commercially reasonable efforts to maintain customer access to the Premises as described in Section 15.2.1 of the Agreement.

- c. The Port hereby releases and forever discharges Lessee from any Claims for damages arising, or alleged to arise, out of any actual or alleged failure by Lessee to comply with the noncompetition requirements of Section 50 of the Agreement through December 1, 2014 (the “Divestiture Date”). Lessee represents and warrants, as of the Divestiture Date, that neither it nor any Affiliate has any interest in a competing off-Airport parking lot within a three-mile radius of the Airport or the Premises, whichever extends farther. Nothing in this release, however, shall preclude the Port from asserting any of its rights under the Agreement for any breach or violations of either (i) this representation and warranty, or (ii) Lessee’s obligations under Section 50 of the Agreement occurring after the Divestiture Date. The foregoing release shall preclude the Port from: (a) raising Lessee’s actual or alleged failure to comply with the noncompetition requirements of Section 50 of the Agreement in response to any third-party’s request for a reference regarding Lessee’s history of performance under the Agreement or as a basis for withholding consent to a proposed extension of the term under Section 3.2 of the Agreement, and (b) considering the same with respect to any other dealings between the Port and Lessee during the term of the Agreement or reasonably following the termination of the Agreement (including in any competitive process that may be established to select a successor operator), whether with respect to the Premises or other Port property or operations.

9. Exhibits. Exhibits A and B as revised are attached to this Amendment after the signatures and are expressly incorporated herein by this reference.
10. No Further Amendment. Except as specifically amended by this Amendment, all other terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease and Concession Agreement as of the date first above written.

PORT OF SEATTLE
a Municipal corporation

ATZ, INC.
a Washington corporation

By: _____
Theodore Fick, CEO

By: _____
Darin Lang, President

ACKNOWLEDGMENT FOR LESSEE

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of March 2015, before me, personally appeared DARIN LANG, to me known to be the PRESIDENT of ATZ, INC., a Washington 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 April 2015, before me, personally appeared THEODORE FICK, to me known to be the CEO of the PORT OF SEATTLE, a Washington 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

Legal Description of the Premises

DOUG FOX PARKING LEASE DESCRIPTION

PORTION OF THE EAST HALF OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., CITY OF SEATAC, KING COUNTY, WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28;
THENCE NORTH 00°11'32" WEST, A DISTANCE OF 2,015.34 FEET;
THENCE SOUTH 89°48'28" WEST, A DISTANCE OF 1,651.02 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°34'14" WEST, A DISTANCE OF 53.03 FEET TO A POINT HEREAFTER KNOWN AS "A";
THENCE NORTH 41°40'42" WEST, A DISTANCE OF 62.51 FEET;
THENCE NORTHWESTERLY, A DISTANCE OF 317.94 FEET ALONG A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS POINT LIES NORTH 49°45'45" EAST A RADIUS OF 1,273.86 FEET, AND HAVING A CENTRAL ANGLE OF 14°18'02";
THENCE NORTH 11°41'05" WEST, A DISTANCE OF 144.60 FEET;
THENCE NORTH 89°57'17" WEST, A DISTANCE OF 63.52 FEET;
THENCE NORTH 00°02'43" EAST, A DISTANCE OF 9.65 FEET;
THENCE SOUTH 89°57'17" EAST, A DISTANCE OF 61.52 FEET;
THENCE NORTH 11°41'05" WEST, A DISTANCE OF 142.63 FEET;
THENCE NORTH 00°04'53" EAST, A DISTANCE OF 1,269.32 FEET;
THENCE NORTH 89°22'44" EAST, A DISTANCE OF 304.14 FEET;
THENCE SOUTH 00°00'36" EAST, A DISTANCE OF 1,269.30 FEET;
THENCE NORTH 89°22'46" EAST, A DISTANCE OF 21.60 FEET;
THENCE SOUTH 00°06'17" WEST, A DISTANCE OF 607.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 528,738 SQUARE FEET OR 12.14 ACRES, MORE OR LESS.

ALONG WITH LEASE AREA FOR MONUMENT SIGN:

COMMENCING AT ABOVE FOR MENTIONED POINT "A", THENCE SOUTH 7°43'46" EAST, A DISTANCE OF 98.42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°33'49" EAST, A DISTANCE OF 4.00 FEET;
THENCE SOUTH 00°26'11" EAST, A DISTANCE OF 6.00 FEET;
THENCE SOUTH 89°33'49" WEST, A DISTANCE OF 4.00 FEET;
THENCE NORTH 00°26'11" WEST, A DISTANCE OF 6.00 FEET TO THE TRUE POINT OF BEGINNING.

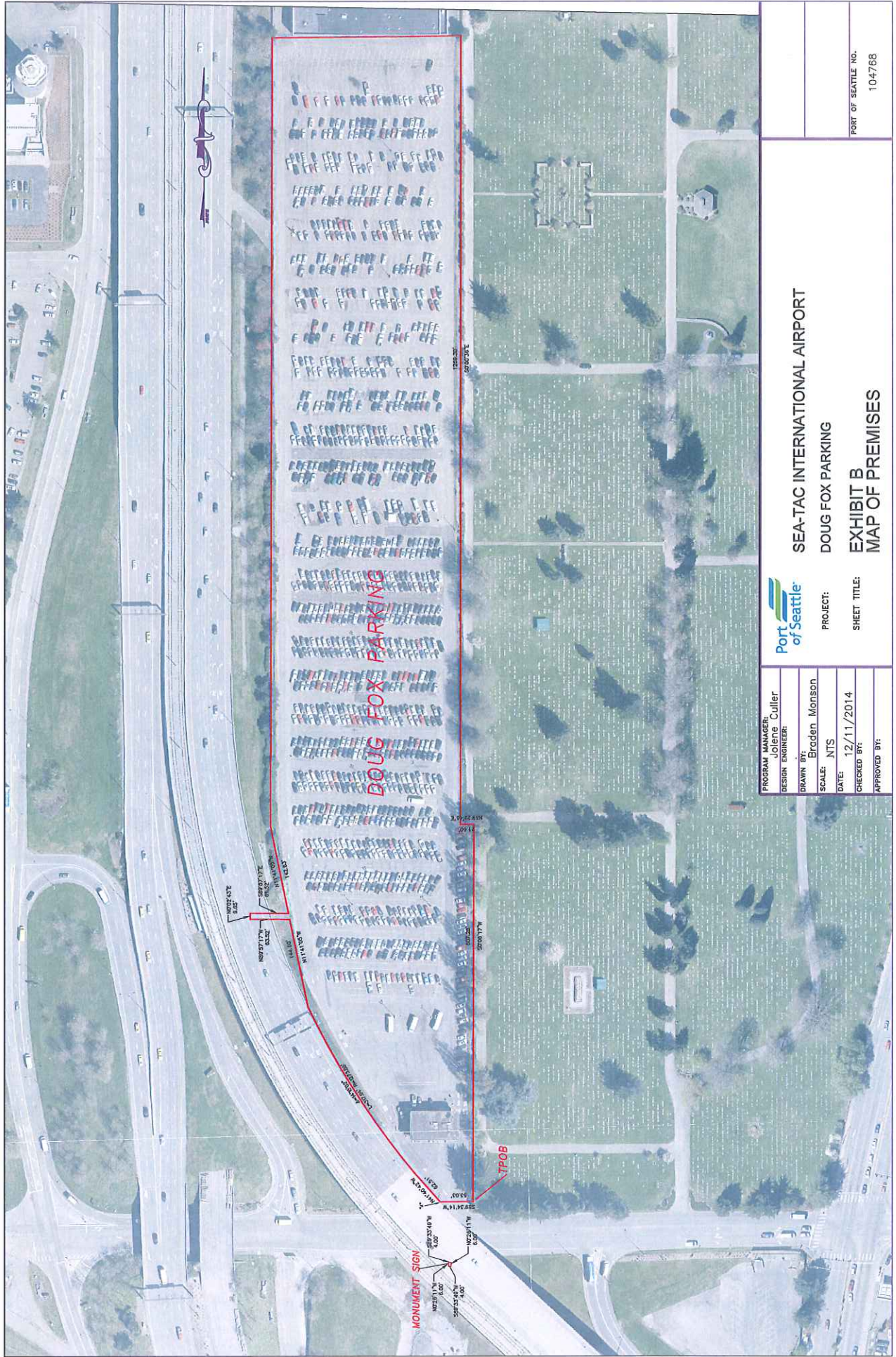
CONTAINING 24 SQUARE FEET.

December 11, 2014

EXHIBIT B

Map of the Premises

SEE ATTACHED SHEET NO. 104768



SEA-TAC INTERNATIONAL AIRPORT

DOUG FOX PARKING

**EXHIBIT B
MAP OF PREMISES**

PROGRAM MANAGER:	Jolene Culler
DESIGN ENGINEER:	
DRAWN BY:	Ergoden, Monson
SCALE:	NTS
DATE:	12/11/2014
CHECKED BY:	
APPROVED BY:	

PORT OF SEATTLE NO.
104768