

Final Draft: August 7, 2015

**AMENDED AND RESTATED
CRUISE FACILITY LEASE AGREEMENT**

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AMENDED AND RESTATED CRUISE FACILITY LEASE AGREEMENT

THIS AMENDED AND RESTATED CRUISE FACILITY LEASE AGREEMENT is made as of this ___ day of August 2015 by and between the PORT OF SEATTLE, a Washington municipal corporation, and CRUISE TERMINALS OF AMERICA, LLC, a Washington limited liability corporation.

WHEREAS, the Port of Seattle and Cruise Terminals of America, LLC are parties to that certain Cruise Terminal Lease Agreement dated December 21, 2005, which lease agreement has been amended the First Amendment to Cruise Facility Lease Agreement dated May 17, 2006 and the Second Amendment to Cruise Facility Lease Agreement dated September 24, 2012; and

WHEREAS, the Port has requested, and CTA has agreed, to terminate CTA's rights in the Pier 66 Cruise Facility so that the Port may enter into a lease agreement with Norwegian Cruise Line Holdings Ltd. that provides for the substantial redevelopment of the Pier 66 Cruise Facility; and

WHEREAS, Port and CTA now wish to amend the Agreement to provide for the terms of the parties' agreement regarding the termination of CTA's rights in the Pier 66 Cruise Facility, which termination shall be effective the day before the Restatement Date (as defined below); and

WHEREAS, Port and CTA further wish to restate the Agreement to make clear those obligations that shall continue to apply at the Terminal 91 Cruise Facility after the effective date of this Amended and Restated Agreement, but nothing in this Amended and Restated Agreement is intended to eliminate any rights and/or discharge any obligations that may have applied to either party prior to the effective date of this Amendment and Restated Agreement at the Pier 66 Cruise Facility, the Terminal 30 Cruise Facility or the Terminal 91 Cruise Facility;

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

ARTICLE 1: DEFINITIONS

The following terms shall have the meanings specified in this Article, unless otherwise specifically provided. Other terms may be defined in other parts of this Amended and Restated Agreement.

1.1 Affiliate. "Affiliate" shall mean and refer to any person that, directly or indirectly, (i) is owned by, (ii) owns, (iii) shares common ownership with, (iv) is controlled by, (v) controls, or (vi) is subject to common control with any Qualifying Person. Notwithstanding the foregoing, Affiliate shall not include any entity the shares or other equity interests of which are traded over any public exchange and for which the total number of shares or other equity interests held by all

Qualifying Persons do not exceed five percent (5%) of the total number of shares or other equity interests outstanding.

1.2 Agreement. “Agreement” shall mean and refer to Cruise Terminal Lease Agreement dated December 21, 2005, as amended by the First Amendment to Cruise Facility Lease Agreement dated May 17, 2006 and the Second Amendment to Cruise Facility Lease Agreement dated September 24, 2012.

1.3 Allowable Expenses. “Allowable Expenses” shall mean and refer to the aggregate of the following expenses (computed on an accrual basis in accordance with generally accepted accounting principles) reasonably incurred by Tenant and pertaining to the Premises:

1.3.1 Cost of operations, maintenance, and repair of all operating equipment and replacement of minor items initially supplied by the Port;

1.3.2 Cost of operating supplies;

1.3.3 Tenant’s reasonable expense associated with the cost of compensation, benefits and payroll taxes of all employees to the extent working at the Premises (whether full or part time) or performing duties pertaining to the Premises at Tenant’s office, excluding Executive Personnel;

1.3.4 Cost of all utilities;

1.3.5 Costs associated with parking at the Terminal 91 Cruise Facility;

1.3.6 Costs of repair and maintenance of the Premises;

1.3.7 Cost of all equipment leases necessary for the operation of the Terminal 91 Cruise Facility;

1.3.8 To the extent reasonably allocable to the Premises, the cost of insurance required under this Amended and Restated Agreement to be carried by Tenant and any deductibles or reasonable costs to cover any self-insured losses except if Tenant or its employees were grossly negligent;

1.3.9 Cost of all business taxes and valid third party assessments payable by Tenant with respect to the operation of the Premises, excluding federal, state or local income taxes payable by Tenant which are Tenant’s sole responsibility;

1.3.10 To the extent reasonably allocable to the Premises, the cost of reasonable legal and accounting fees for services directly related to the operation of the Premises and annual auditing fees;

1.3.11 To the extent reasonably allocable to the Premises, costs of technical consultants and specialized operational experts for specialized services in connection with non-recurring work on operation, functional, design or construction problems or for specialized expertise on recurring work and operations which can most efficiently be provided by vendors rather than employees;

1.3.12 To the extent incurred in accordance with the excerpt of the Port's travel policies attached as Exhibit A, all costs and expenses for advertising, promotion, and sales activities directly related to the Facility, including travel, food and beverage, and lodging while away from Seattle on these activities; and

1.3.13 All other reasonable Operating Expenses actually incurred in the operation and management of the Premises to the extent approved by the Port (which approval shall not be unreasonably withheld or delayed) in advance of the expense being incurred.

Allowable Expenses shall not include the following:

1.3.14 Notwithstanding anything to the contrary set forth in Sections 1.3.1 through 1.3.13, any amounts paid to an Affiliate or Qualifying Person (other than bona fide cost of compensation specifically allowed by Section 1.3.3) unless expressly approved, in advance and in writing, by the Port as necessary and reasonable;

1.3.15 Cost of leasehold excise tax payable by Tenant with respect to any "Leasehold Interest," as that term is defined in Chapter 82.29A of the Revised Code of Washington and Chapter 458-29A of the Washington Administrative Code, in the Premises;

1.3.16 Costs of fines or penalties as a result of any failure to comply with any federal, state and local laws, ordinances and regulations in the operation of the facility (specifically including those levied as a result of acts or omissions of third-parties including ship operators);

1.3.17 Any expense otherwise includable within the definition of Allowable Expenses but for which expense Tenant has received reimbursement from the Port under any of the Allowances; and

1.3.18 Any expense otherwise includable within the definition of Allowable Expense but which expense is passed directly through to a third-party unless the same is written off as uncollectible.

1.4 Allowances. "Allowances" shall mean and refer to the Capital Allowance, the Maintenance Allowance and the Per Passenger Allowance.

1.5 Alteration. "Alteration" shall have the meaning set forth in Section 6.1 below.

1.6 Amended and Restated Agreement. “Amended and Restated Agreement” shall refer to the Agreement, as amended and restated in this document, together with the Exhibits and all agreements supplemental to or modifying this agreement, whether made contemporaneously herewith or subsequent hereto.

1.7 Authorities. “Authorities” shall mean and refer to the United States, State, County, City or other local governmental or quasi-governmental authorities, or any department, office, or agency of the foregoing now existing or hereafter created.

1.8 Capital Allowance. “Capital Allowance” shall have the meaning set forth in Section 13.4.2 below.

1.9 Cruise Period. “Cruise Period” shall mean and refer to the period of time during each calendar year of the term, commencing seven (7) days prior to date on which the first cruise vessel is scheduled to call at the Terminal 91 Cruise Facility until seven (7) days after the date on which the last cruise vessel is schedule to call at the Terminal 91 Cruise Facility.

1.10 Default Rate. “Default Rate” shall mean and refer to 18% per annum or the maximum interest rate permitted by law for this transaction in the State of Washington, whichever is less.

1.11 Environmental Laws. “Environmental Laws” shall mean and refer to any and all Legal Requirements relating to the protection of human health and the environment.

1.12 Event Activities. “Event Activities” shall mean and refer to parties, weddings, conferences, trade shows, meetings and the like at the Terminal 91 Cruise Facility.

1.13 Event License. “Event License” shall have the meaning set forth in Section 2.3 below.

1.14 Event of Default. “Event of Default” shall have the meaning set forth in Section 18.1 below.

1.15 Event Reimbursement Agreement. “Event Reimbursement Agreement” shall mean and refer to the agreement between Tenant and Columbia Hospitality, Inc., an assignee of the Port under the Event License, by which Columbia Hospitality, Inc. agreed to compensate Tenant for wear and tear on the Pier 66 Cruise Facility and Terminal 30 Cruise Facility, the most recent revision of which agreement was approved by the Port on or about June 29, 2012. Event Reimbursement Agreement shall further refer to any subsequent revision and/or replacement of the agreement applicable to the Extension Term that is approved by the Port under the new management agreement with Columbia Hospitality, Inc., which new management agreement will commence on January 1, 2013.

1.16 Executive Personnel. “Executive Personnel” shall mean and refer to any officer, director or senior executive of either Tenant or any equity owner of Tenant, including but not

limited to John Oppenheimer, Dan Blackmore, Knud Stubkjaer, and Jeff Swanson and their successors, and any other or future employee who performs similar duties and has similar responsibilities.

1.17 Flow-Through Event Revenue. “Flow-Through Event Revenue” shall mean and refer to that portion of Tenant’s Gross Revenues attributable to any amounts paid to Tenant pursuant to Section 2.3 of this Amended and Restated Agreement and associated with the Port’s use of the Event License *except* amounts that constitute: (i) a direct, pass-through reimbursement of any utilities costs associated with the actual period of use under the Event License or (ii) a reimbursement for actual, out-of-pocket costs incurred by Tenant to repair any specific damage (i.e. *not* wear and tear) associated with the failure to return the portion of the Premises actually occupied in substantially the same condition in which received. Without limiting the generality of the foregoing, Flow-Through Event Revenue specifically includes any the payment under numbered Paragraph 10 of the Terminal 91 portion of current Event Reimbursement Agreement. It shall likewise include any other/further portion of “room rentals” or “net income” paid to Tenant under the current or any future iteration of the Event Reimbursement Agreement.

1.18 Gross Revenues. “Gross Revenues” shall mean and refer to the aggregate gross amount of revenue derived in, on or about the Premises or from Tenant’s Operations, and whether: (i) in cash, on credit or in kind, (ii) at wholesale, at retail or otherwise, and (iii) transacted by Tenant, by any persons, firms or corporations on Tenant’s behalf, or by any subtenants, licensees or concessionaires of Tenant (specifically including any Parking Operator), from, in or upon the Premises. Without limiting the generality of the foregoing, Gross Revenue specifically includes the following:

1.18.1 All charges for parking, dockage, wharfage, demurrage, storage, equipment rentals and passenger traffic fees attributable to the Premises;

1.18.2 All income from the short-term rental and/or usage of the Premises or any portion thereof;

1.18.3 All income derived from the sale of any goods, merchandise or services of any type or kind or in, on or about the Premises (including orders accepted by means of electronic, telephonic, video, computer or other technology based systems from sources other than the Premises); and

1.18.4 Any deposit not refunded.

Gross Revenue shall not include the following:

1.18.5 When properly recorded and accounted for, refunds allowed to customers because of unacceptable or unsatisfactory goods or services to the extent such refund was actually granted and adjustment actually made;

1.18.6 When properly recorded and accounted for, federal, state and local excise, sales, use or passenger taxes collected directly from customers as part of or based on the sales price of goods and services, collected as agent for the taxing body imposing the tax and billed to the customer as a separate item;

1.18.7 When properly recorded and accounted for, gratuities collected by or on behalf of employees;

1.18.8 Any amounts received by Tenant under any of the Allowances;

1.18.9 Any revenue from Event Activities undertaken by the Port or its assignee pursuant to the Event License;

1.18.10 Revenue derived from any item of expense which is passed directly through to a third-party (e.g., the cost of security provided for the benefit of cruise ships during port calls); provided, however, any markup on such pass-through expense shall be included within Gross Revenue.

1.18.11 Any revenue generated by the Port from any rights reserved to itself under Section 2.4 below.

1.19 Hazardous Substance. “Hazardous Substance” shall mean and refer to any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) or by the United States Environmental Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), petroleum products and their derivatives, and such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any Environmental Laws.

1.20 Ingress and Egress License. “Ingress and Egress License” shall have the meaning set forth in Section 2.1.4 below.

1.21 Legal Requirements. “Legal Requirements” shall mean and refer to all laws, statutes and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations and requirements (whether now or hereafter in effect) of all federal, state, county, city or other local jurisdiction departments, agencies, bureaus, offices and other subdivisions thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the Premises, or the sidewalks or streets adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of the Agreement. Legal Requirements shall also include all applicable rules and regulations of the Port pertaining to the Premises, whether now in existence or hereafter promulgated, for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public.

1.22 Lien. “Lien” shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Premises and any Alteration, fixture, improvement or appurtenance thereto.

1.23 Maintenance Allowance. “Maintenance Allowance” shall have the meaning set forth in Section 13.4.1 below.

1.24 Minimum Assured Income. “Minimum Assured Income” shall mean and refer to the sum of two hundred and twenty-five thousand dollars (\$225,000) per calendar year after 2015, which amount shall be prorated for any partial year.

1.25 Minimum Income Credit. “Minimum Income Credit” shall have the meaning set forth in Section 4.3 below.

1.26 Net Operating Income. “Net Operating Income,” which will generally be measured only on a yearly basis, shall mean and refer to Gross Revenues for the period minus: (i) Allowable Expenses for the period, (ii) Rent for the period, and (iii) leasehold excise tax for the period.

1.27 Notice of Default. “Notice of Default” shall mean and refer to written notice of any Event of Default to Tenant. Such notice, for all purposes, shall be in lieu of, and not in addition to, any notice required as a prerequisite to an unlawful detainer or similar action for possession of the Premises.

1.28 Operating Expenses. “Operating Expenses” shall have the meaning set forth in Section 12.1 below.

1.29 Parking Operator. “Parking Operator” shall mean and refer to the Parking Operator selected by Tenant pursuant to Section 8.1.8.

1.30 Per Passenger Allowance. “Per Passenger Allowance” shall have the meaning set forth in Section 13.4.3.

1.31 Percentage Rent. “Percentage Rent” shall have the meaning set forth in Section 4.1.

1.32 Permitted Encumbrances. “Permitted Encumbrances” means any and all encumbrances of record together with such matters that would be disclosed by a detailed inspection and/or survey of the Premises.

1.33 Port. “Port” or “the Port” shall mean and refer to the Port of Seattle, whose street address for purposes of notice is 2711 Alaskan Way, Seattle, Washington 98121, Attention: Director, Cruise & Maritime Operations and whose mailing address for purposes of notice is PO Box 1209, Seattle, Washington 98111, Attention: Director, Cruise & Maritime Operations. A

copy of any notice shall also be provided to Port of Seattle, Attn: Managing Director, Maritime, 2711 Alaskan Way, PO Box 1209, Seattle, WA 98111.

1.34 Port Directed Cruise Fee Revenue. “Port Directed Cruise Fee Revenue” shall mean and refer to that portion of Tenant’s Gross Revenues attributable to the Dockage Fee and Passenger Fee charged to passenger vessels and cruise ships under Section Four of Port of Seattle Terminal Tariff No. 5, or any amendment or replacement thereof, as the same may be modified or discounted in any written agreement with a cruise line(s) (e.g. the Long Term Preferential Berthing Agreement with Carnival Lines). In the event that the Port substantially revises the way that it charges passenger vessels and cruise ships under its terminal tariffs, “Port Directed Cruise Fee Revenue” shall then mean that portion of Tenant’s Gross Revenues attributable to such other items that are substantially intended to replace the Dockage Fee and/or Passenger Fee. For purposes of Tenant’s Gross Revenues from the Bundled Port Fees set forth in Item 4005 (or any amendment or replacement thereof), the Dockage Fee and Passenger Fee component shall be as itemized and set forth in the final calculation of the Bundled Port Fee prepared for, and documenting the composition of, the most recent update of the Bundled Port Fee in the terminal tariff. Port Directed Cruise Fee Revenue specifically do not include any Gross Revenues associated with (i) the Passenger Vessels Terminal 91 Facility Surcharge, (ii) fees associated with fresh water consumption, specifically including any hook-up fee, (iii) fees associated with security services (whether baseline or otherwise), (iv) fees associated with bunkering permits, (v) fees associated with Memorandum of Understanding with the Department of Ecology or (vi) fees, other than incremental Dockage Fees, associated with any delayed sailings.

1.35 Premises. “Premises” shall mean and refer to the Terminal 91 Cruise Facility, subject to the Permitted Encumbrances.

1.36 Qualifying Person. “Qualifying Person” shall mean and refer to either:

1.36.1 Tenant;

1.36.2 Any equity interest owners of Tenant (including, but not limited to, SSA Marine, Inc., General Steamship Agencies, Inc., and/or Columbia Hospitality, Inc.);

1.36.3 Any equity interest owner in any of those persons set forth in Section 1.36.2;

1.36.4 Any officer, director, manager, or employee in any of those persons set forth in Sections 1.36.1, 1.36.2 or 1.37.3; and

1.36.5 Any spouse, parent, child, sibling, aunt, uncle, niece, nephew, cousin, grandchild, grandparent or any parent-in-law, son- or daughter-in-law, or brother- or sister-in-law or any person set forth in Section 1.36.4.

1.37 Rent. “Rent” shall mean and refer collectively to sums denominated as Percentage Rent or any other sums or charges otherwise payable by Tenant under the terms of this Amended and Restated Agreement. Failure by Tenant to pay any sum denominated as Rent shall entitle the Port to pursue any or all remedies specified in this Amended and Restated Agreement as well as remedies specified in RCW Chapter 59.12 or otherwise allowed by law.

1.38 Restatement Date. “Restatement Date” shall mean and refer to October 1, 2015.

1.39 Revenue of Consequence. “Revenue of Consequence” shall mean and refer to that portion of Tenant’s Gross Revenues falling within Flow Through Event Revenue or Port Directed Cruise Fee Revenue.

1.40 Security. “Security” shall have the meaning set forth in Section 5.1 below.

1.41 Ship Activities. “Ship Activities” shall mean and refer to all activities related to the berthing of ships including, but not limited to, scheduling, security, passenger transportation and concierge services, baggage operations, deliveries, and stevedoring services.

1.42 Tenant. “Tenant” shall mean Cruise Terminals of America, LLC, whose address for purposes of notice is 2225 Alaskan Way, Suite 100, Seattle, WA 98121.

1.43 Tenant’s Operations. “Tenant’s Operations” shall mean and refer to all operations of Tenant in the conduct of Tenant’s business as a cruise terminal operator and/or all operations on or about the Premises or conducted off the Premises and related to operations conducted on or about the Premises.

1.44 Term. “Term” shall have the meaning set forth in Section 3.1 below.

1.45 Terminal 91 Access Areas. “Terminal 91 Access Areas” shall mean and refer to those areas established by the Port, from time-to-time, for access from public roadways to the Terminal 91 Lease Area, Terminal 91 Parking Area and/or Terminal 91 Preferential Use Area. Except as specifically provided in this Amended and Restated Agreement, the Port shall have exclusive control and management of the Terminal 91 Access Areas. Without limiting the Port’s right of control and management, the Port specifically reserves the right to: (i) establish, modify from time to time, and enforce reasonable rules and regulations governing the use of Terminal 91 Access Areas; (ii) change the area, level, location and arrangement of Terminal 91 Access Areas; (iii) provided Tenant is not deprived of reasonable access to the Terminal 91 Cruise Facility sufficient for Tenant’s use of the Terminal 91 Cruise Facility, close all or any portion of the Terminal 91 Access Areas; and (v) do and perform such other acts in and to the Terminal 91 Access Areas as may be reasonable with a view to the improvement of the convenience and use thereof by the Port and tenants of any larger Terminal 91 property of which the Terminal 91 Cruise Facility is a part.

1.46 Terminal 91 Cruise Facility. “Terminal 91 Cruise Facility” shall mean and refer to: (i) the Terminal 91 Lease Area, (ii) for the Cruise Period each year, the Terminal 91 Parking

Area and Terminal 91 Preferential Use Area, and (iii) the Terminal 91 Access Areas, together with the personal property currently located or to be installed thereon.

1.47 Terminal 91 Lease Area. “Terminal 91 Lease Area” shall mean and refer to that portion of the Port’s Pier 91 consisting of approximately two (2) acres, together with all improvements now existing or to be constructed on that portion of the parcel. The legal description and precise area of the Terminal 91 Lease Area are set forth on Exhibit B.

1.48 Terminal 91 Parking Area. “Terminal 91 Parking Area” shall mean and refer to those portions of the Port’s Terminal 91 designated by the Port from time-to-time for parking and vehicle staging associated with the operation of the Terminal 91 Cruise Facility. The Port shall provide Tenant with sufficient parking and truck staging areas to meet the parking (including passenger, longshore or otherwise) and truck staging needs of the Terminal 91 Cruise Facility. The Port shall, prior to the commencement of each Cruise Period, provide Tenant written notice of those portions of Terminal 91 to be used as the Terminal 91 Parking Areas. Except to the extent that Port makes provision for, and pays any cost associated with, the relocation of the Terminal 91 Parking Areas, the Port shall not relocate the Terminal 91 Parking Areas during the course of any one Cruise Period. During the non-Cruise Period, the parties acknowledge that the Terminal 91 Parking Area may constitute a portion of Terminal 91 that would otherwise fall within the Terminal 91 Preferential Use Area. For any off-season events requiring significant parking, Tenant shall notify the Port at least seven (7) days in advance of the event of the estimated parking demand and the Port will identify sufficient parking areas for the event.

1.49 Terminal 91 Parking Area License. “Terminal 91 Parking Area License” shall have the meaning set forth in Section 2.1.3 below.

1.50 Terminal 91 Preferential Use Area. “Terminal 91 Preferential Use Area” shall mean and refer to that portion of the Port’s Pier 91 consisting of approximately twelve (12) acres, having at least one thousand (1,000) lineal feet of moorage along both the east and west sides of Pier 91, together with all improvements now existing or to be constructed on that portion of the parcel. The legal description and precise area of the Terminal 91 Preferential Use Area are set forth on Exhibit C.

ARTICLE 2: LEASE; PREFERENTIAL USE; CONDITION AND USE OF PROPERTY

2.1 Grant of Rights to Tenant. From and after the Restatement Date, and otherwise subject to all of the provisions, covenants and agreements contained in this Amended and Restated Agreement, the Port continues to grant to Tenant, and Tenant hereby accepts, the following rights:

2.1.1 *Lease*. The Port leases to Tenant the Terminal 91 Lease Area for the Term.

2.1.2 *Preferential Use*. The Port grants to Tenant a right of preferential use on a non-continuous, ship-by-ship basis of the Terminal 91 Preferential Use Area for the Term;

provided, however, such right of preferential use shall apply *only*: (i) for the Cruise Period, and (ii) to cruise vessels and associated Ship Activities. Except as expressly provided, Tenant shall have no other right to the Terminal 91 Preferential Use Area except as may be granted by the Port pursuant to the terms of Terminal Tariff No. 4, Terminal Tariff No. 5 or otherwise.

2.1.3 *Terminal 91 Parking Area License.* The Port grants to Tenant an irrevocable license (the “Terminal 91 Parking Area License”) to make use of the Terminal 91 Parking Area.

2.1.4 *License for Ingress and Egress.* The Port grants to Tenant an irrevocable license for ingress and egress but no other purpose (the “Ingress & Egress License”) to make use of Terminal 91 Access Areas. In making any use of the Ingress & Egress License provided for by this Section 2.1.4, the Tenant, its customers and their suppliers shall reasonably cooperate with Port in satisfying the terms of any non-discriminatory security plan adopted by Port or its tenant for the property of which the Terminal 91 Access Areas are a part.

2.2 Condition and Use of Terminal 91 Cruise Facility. Tenant acknowledges that it has received and accepted the Terminal 91 Cruise Facility. Tenant may use the Terminal 91 Cruise Facilities for the uses set forth in ARTICLE 7 of this Amended and Restated Agreement so long as such uses are in conformity with all Legal Requirements affecting the Premises, and Tenant will not, by action or inaction, take or allow any action or thing which is contrary to any legal or insurable requirement or which constitutes a public or private nuisance or waste.

2.3 Irrevocable License for Event Activities. Tenant continues to grant to the Port an irrevocable, assignable license (the “Event License”) to make use of the Terminal 91 Cruise Facility for Event Activities. In the exercise of the rights granted under the Event License, the Port or its assignee:

2.3.1 Shall not materially interfere with any Ship Activities, it being understood between the Parties that Ship Activities shall have priority over Event Activities;

2.3.2 Shall return that portion of the Premises actually occupied in substantially the same condition in which received;

2.3.3 Shall reimburse Tenant (to the extent paid by Tenant) for the reasonable cost of any utilities consumed in the enjoyment of the Event License without markup of any kind; and

2.3.4 Shall provide commercial general liability insurance, including liquor liability coverage, against claims for injury or death to persons or damage to property occurring on or about that portion of the Premises actually occupied in an amount not less than \$2,000,000 combined single limit for each occurrence. Notwithstanding Section 11.6.1, this insurance shall, to the extent of the limits set forth in this Section 2.3.4, be primary and non-contributory with any insurance carried by Tenant pursuant to Section 11.2.1.

In the event of the Port or its assignee makes use of the Event License, any and all applicable charges deriving from and/or revenues attributable to such use shall accrue to the benefit of, and shall be billed and retained by, the Port. Except as either: (i) specifically provided in this Amended and Restated Agreement, or (ii) set forth in the Event Reimbursement Agreement, Tenant shall not charge the Port or its assignee any fee associated with the use of the Event License.

2.4 Port Use of Terminal 91 Preferential Use Area, Parking Area and Access Area. Except to extent the use of the Terminal 91 Preferential Use Area, Terminal 91 Parking Area or Terminal 91 Access Area is expressly granted to Tenant under, respectively, Sections 2.1.2, 2.1.3, and 2.1.4, the Port reserves to itself all right of use of the Terminal 91 Preferential Use Area, Terminal 91 Parking Area and Terminal 91 Access Area for any purposes whatsoever. Any and all applicable charges deriving from and/or revenues attributable to such use shall accrue to the benefit of, and shall be billed and retained by, the Port.

2.5 Rights Reserved to the Port. Tenant acknowledges that Tenant’s right to utilize the Premises shall at all times remain subject to the Port’s reserved right described in Sections 2.3, 2.4, 19.6 and 22.7.

ARTICLE 3: TERM

3.1 Term. The Term of this Amended and Restated Agreement shall continue from the Restatement Date until December 31, 2019.

ARTICLE 4: RENT

4.1 Percentage Rent. For and in consideration of Tenant’s rights in the Pier 91 Cruise Facility, Tenant shall pay to the Port percentage fees (collectively “Percentage Rent”) as follows:

4.1.1 Percentage of Port Directed Cruise Fee Revenue. Tenant shall pay the Port a portion of the Port Directed Cruise Fee Revenue as set forth below.

For the Tenant’s Rights In	Percentage of Port Directed Cruise Fee Revenue
Terminal 91 Lease Area, and Terminal 91 Parking Area	26.4%
Terminal 91 Preferential Use Area	61.6%

Pursuant to Section 4.4, the amounts associated with the Terminal 91 Lease Area and the Terminal 91 Parking Area are considered Contract Rent subject to Leasehold Excise Tax and the amounts associated with the Terminal 91 Preferential Use Area are not considered Contract Rent subject to Leasehold Excise Tax.

4.1.2 Percentage of Flow-Through Event Revenue. Tenant shall pay the Port twenty-five percent (25%) of Flow-Through Event Revenue. Pursuant to Section 4.4, this portion

of the Percentage Fee is attributable to the Terminal 91 Lease Area and is subject to Leasehold Excise Tax.

4.1.3 Payment of Percentage Rent. The Percentage Rent shall be paid monthly, with respect to Revenue of Consequence made during the month, within fifteen (15) days after the end of each calendar month; provided, however, Percentage Rent for the months of May and June each year shall be due within thirty (30) days (and not fifteen days) after the end of the month of May and June, respectively. Together with remittance of Percentage Rent, Tenant shall submit a written report in a form acceptable to the Port wherein Tenant shall set forth the number of cruise passengers for the month, the Revenue of Consequence for the month and the Percentage Rent, if any, due for such month. Tenant or an officer of Tenant shall certify that the report is a true and correct statement of the Revenue of Consequence.

4.2 Annual Reconciliation. Within thirty (30) days after the end of each calendar year during the Term of this Amended and Restated Agreement or after the expiration of sooner termination thereof, Tenant shall have verified with each cruise line having called at the Terminal 91 Cruise Facility (and for the calendar year 2015 report, the Pier 66 Cruise Facility (as defined in the Agreement)) during the year the total number of cruise passengers for the year, broken down by vessel. Tenant shall further, based on that verified figure, compute the total amount of Gross Revenue, Allowable Expenses and Net Operating Income for such calendar year, but Tenant shall specifically *not* be required to report these amounts unless it claims the Minimum Income Credit. Subject to Tenant's potential claim of the Minimum Income Credit, Tenant shall within said thirty-day period, submit to the Port a reconciled report reflecting the total number of cruise passengers for the calendar year, the total Revenue of Consequence for the year, and the total amount of Percentage Rent due for the calendar year, and, if the total amount of Percentage Rent due for such calendar year is less than the total Percentage Rent paid for such year, Tenant shall pay the Port any deficiency. If the total amount of Percentage Rent paid for such calendar year exceeds the total Percentage Rent due for such calendar year and Tenant is not otherwise in default, then the Port shall credit such excess to the payment of any Percentage Rent and or other sums which may thereafter become due to the Port; provided, however, upon expiration or sooner termination of this Amended and Restated Agreement, if Tenant has otherwise complied with all other terms and conditions of this Amended and Restated Agreement, the Port shall refund such excess to Tenant.

4.3 Contingent Rent Credit for Minimum Income. In the event that Tenant's annual Net Operating Income, as calculated pursuant to Section 4.2, is less than the Minimum Assured Income, Tenant shall be entitled to a credit (the "Minimum Income Credit") as set forth in this Section.

4.3.1 Amount of Credit. The credit shall be equal to the amount by which Tenant's annual Net Operating Income is less than the Minimum Assured Income. If the credit is applicable, thirty percent (30.00%) of the credit amount shall be applied against those items of Rent treated as Contract Rent and seventy percent (70.00%) shall be applied against those items of Rent not treated as Contract Rent.

4.3.2 Audit Required. In the event that Tenant believes it is entitled to take the Minimum Income Credit, it shall promptly (and in no event later than the date for submission of the annual reconciliation under Section 4.2) notify the Port of this fact and the expected amount of the credit. The Port shall then promptly commission an audit of Tenant's books and records to determine whether Tenant's Net Operating Income is below the Minimum Assured Income. The audit may be conducted by the Port's internal audit staff or a third-party certified public accountant contracted to the Port. As part of the audit, the selected auditor will specifically test Tenant's compliance with the terms of this Amended and Restated Agreement, specifically including those provisions related to payment to Affiliates and Qualified Persons under Section 1.5.14; provided, however, the parties agree that Tenant shall (notwithstanding Section 1.5.14) only be required to identify those Affiliates or Qualified Persons with whom it intends to contract prior to each cruise season and that determination of whether the amount charged for such services are reasonable shall, unless Tenant specifically requests otherwise at the time the list of Affiliates and/or Qualified Persons is submitted, be assessed at the time of the audit. Tenant shall reasonably cooperate with the audit and shall be responsible for 50% of the cost of the audit, which amount shall *not* be an Allowable Expense; provided, however, Tenant's share of the cost of the audit shall in no event exceed \$25,000.

4.3.3 Taking Rent Credit. Pending the completion of the audit, and thereafter only to the extent the audit determines that Tenant is entitled to the Minimum Income Credit, Tenant shall be entitled to take the Minimum Income Credit against any additional Percentage Rent due at the time that Tenant submits the Annual Reconciliation required by Section 4.2. In the event that application of the Minimum Income Credit results in Tenant's having paid Percentage Rent for a calendar year in excess of the amount Percentage Rent due for such calendar year, the Port shall, if Tenant is not otherwise in default in any material respect under the terms of this Amended and Restated Agreement, credit such excess to the payment of any Percentage Rent which may thereafter become due to the Port; provided, however, upon expiration or sooner termination of this Amended and Restated Agreement, if Tenant has otherwise complied in all material respects with all other terms and conditions of this Amended and Restated Agreement, the Port shall refund such excess to Tenant.

4.4 Contract Rent. The Port and Tenant agree that the amounts associated with the Terminal 91 Lease Area and Terminal 91 Parking Area shall be "Contract Rent," as that term is defined in Chapter 82.29A of the Revised Code of Washington and Chapter 458-29A of the Washington Administrative Code, for the rights of possession and use of publicly owned real and personal property granted by this Amended and Restated Agreement. All amounts associated with the Terminal 91 Preferential Use Area shall be consideration for rights less than possession and/or use of publicly owned real and personal property. By approving the terms of this Amended and Restated Agreement in an open public meeting, it is the intention of the Port to declare that the "Contract Rent" as set forth in this Section 4.4 was the maximum amount attainable for the rights and responsibilities set forth in this Amended and Restated Agreement, considering alternative uses for the Premises, and considering the condition, and any restrictions on the use, of the Premises. All percentage amounts set forth in Section 4.1 shall be *exclusive* of any Leasehold Excise Tax due on such amounts, even if it may subsequently be determined that

any amount excluded from Contract Rent under this Section is, in fact, subject to Leasehold Excise Tax.

4.5 Records. Tenant shall keep true and accurate accounts, records, books and data, which shall show all Gross Revenues and Allowable Expenses from Tenant's Operations. Tenant further agrees to keep in the Seattle area, books and records in accordance with good accounting practice, and such records as the Port may request. The duplicate invoices, any and all other books and records of Tenant as aforesaid, shall be open for inspection by authorized representatives of the Port at all reasonable times during business hours; provided, however, the Port shall have only have the right to inspect those records (i) relevant to the Revenue of Consequence or (ii) necessary to reasonably determine Tenant's compliance with the non-revenue requirements of this Amended and Restated Agreement unless, until and for any year in which Tenant claims the Minimum Income Credit. In the event Tenant's records are not kept in the Seattle area, they shall be made available to the Port for inspection within five (5) business days.

4.6 Audit.

4.6.1 Tenant shall maintain during the term of this Amended and Restated Agreement all books of account and records customarily used in this type of operation, and as may from time to time be required by the Port, in accordance with generally accepted accounting principles, and for such period of time thereafter as provided herein unless otherwise approved by the Port. The Port shall be permitted to audit and examine all such records and books of account relating to the operation of Tenant's Operations but only to the extent (i) relevant to the Revenue of Consequence or (ii) necessary to reasonably determine Tenant's compliance with the non-revenue requirements of this Amended and Restated Agreement unless, until and for any year in which Tenant claims the Minimum Income Credit. Tenant shall not be required to maintain such enumerated records for more than three (3) years after the end of each twelve (12) month period. All such documents shall be made available for audit locally within five (5) business days or Tenant shall pay in full, any travel and related expenses of Port representative(s) to any location out of the Seattle area.

4.6.2 The cost of any audit (other than one under Section 4.3.2) shall be borne by the Port unless the results of such audit reveals an understatement of Percentage Rent of more than two percent (2%) reported for any twelve (12) month period. In the event of such discrepancy, the full cost of the audit shall be borne by the Tenant, and Tenant shall promptly pay all additional fees owing to the Port. In addition, Tenant shall pay the Port interest on all sums due hereunder at the Default Rate, from the date due until paid. If, through the process of the audit, Tenant has overpaid the Port a credit will be issued after deducting the costs of the audit.

4.7 Annual Plan. Not later than August 1 of each year thereafter (with an initial draft no later than July 1), Tenant shall submit to the Port an annual plan for the Premises for the following calendar year. The annual plan must provide reasonable estimates of Revenue of Consequence. The annual plan will also include a narrative description of the proposed

operations and security program. To the extent that Tenant expects to make use of any portion of the Maintenance Allowance, the Capital Allowance or the Per Passenger Allowance during the calendar year, the annual plan must also include a breakdown of all proposed projects/expenditures from the Maintenance Allowance, the Capital Allowance and/or the Per Passenger Allowance (other than for unexpected items arising during the course of the calendar year) for the Port's review and approval. The annual plan will be Tenant's best estimate of operations for the following calendar year and the parties recognize that actual results may vary from the annual plan.

4.8 Additional Responsibility. In addition to the Percentage Rent described in Section 4.1, Tenant covenants and agrees to pay the following: (a) taxes as set forth in ARTICLE 10; (b) insurance costs as set forth in Section 11.2; (c) Operating Expenses as set forth in Section 12.1; (d) utility charges as set forth in Section 12.2; (e) maintenance and repair expenses as set forth in ARTICLE 13 and (f) any other cost or expense associated with Tenant's Operations on or occupation of the Premises, of whatever description, and whether imposed in the first instance on the Port or Tenant. In the event that the Port pays any of these amounts in the first instance or provides any services to Tenant for which Tenant is financially responsible, Tenant shall reimburse the Port for such amounts, and such reimbursement shall become due within thirty (30) days of invoice by the Port unless otherwise provided and shall be paid to the Port without deduction, set-off or abatement whatsoever.

4.9 Remittance Address. Any and all payments due to the Port by Tenant shall be remitted to the following address: Port of Seattle, PO Box 24507, Seattle, WA 98124-0507, or at such other place as the Port may direct in writing.

4.10 Late Payment. If any payment of Rent is not received by the Port within ten (10) days of when due, Tenant shall pay to the Port a late payment charge equal to five percent (5%) of the amount of such delinquent payment of Rent in addition to the installment of Rent then owing, regardless of whether or not a Notice of Default has been given by the Port. In addition, if such delinquent payment of Rent and late charge are not received within fifteen (15) days of when such delinquent payment of Rent was originally due, Tenant shall further pay interest on such delinquent payment of Rent and late charge thereafter at the Default Rate. The Port and Tenant recognize that the damages which the Port will suffer as a result of Tenant's failure to timely pay Rent are difficult or impracticable to ascertain, and agree that said interest and late charge are a reasonable approximation of the damages that the Port will suffer in the event of Tenant's late payment. This provision shall not relieve Tenant from payment of Rent at the time and in the manner herein specified. Acceptance by the Port of any such interest and late charge shall not constitute a waiver of Tenant's default with respect to said overdue amount, nor shall it prevent the Port from exercising any other rights or remedies available to the Port.

ARTICLE 5: BOND OR OTHER SECURITY

5.1 Security. After the Restatement Date, Tenant shall continue to maintain a good and sufficient corporate surety company bond, irrevocable stand-by letter of credit, cash deposit or other security in an amount equal to three hundred thousand dollars (\$300,000.00) (hereinafter

referred to as “Security”), to secure Tenant’s full performance of this Amended and Restated Agreement, including the payment of all fees and other amounts now or hereafter payable to the Port hereunder. The amount, form, provisions and nature of the Security, and the identity of the surety or other obligor thereunder, shall at all times be subject to the Port’s approval. The Security shall remain in place at all times throughout the full term of this Amended and Restated Agreement and throughout any holdover period. If the Security is in a form that periodically requires renewal, Tenant must renew the Security not less than 45 days before the Security is scheduled to expire. No interest shall be paid on the Security and the Port shall not be required to keep the Security separate from its other accounts. No trust relationship is created with respect to the Security.

5.2 Return of Security. The Security is a part of the consideration for execution of this Amended and Restated Agreement. If Tenant shall have fully performed all terms and conditions of this Amended and Restated Agreement, any cash deposit security shall be paid to Tenant within thirty (30) days following the termination (or expiration) date without interest; otherwise the Port shall, in addition to any and all other rights and remedies available under this Amended and Restated Agreement or at law or equity, retain title thereto.

5.3 Application of Security. The Port may apply all or part of the Security to unpaid rent or any other unpaid sum due hereunder, or to cure other defaults of Tenant. If the Port uses any part of the Security, Tenant shall restore the Security to its then-currently required amount within fifteen (15) days after the receipt of the Port’s written request to do so. The retention or application of such Security by the Port pursuant to this Section does not constitute a limitation on or waiver of the Port’s right to seek further remedy under law or equity.

ARTICLE 6: ALTERATIONS; OWNERSHIP OF CERTAIN INSTALLATIONS

6.1 Alterations. Tenant shall make no alterations or improvements to or upon the Premises or install any fixtures (other than trade fixtures, business equipment or furnishings that can be removed without injury to the Premises) (collectively, “Alterations”) without first obtaining written approval from the Port and subject to any and all conditions in such approval.

6.2 Alterations Related to Security. Notwithstanding anything to the contrary in Section 6.1, Tenant shall, at its sole cost and expense, be obligated to provide any necessary Alterations required to satisfy any security requirement related to cruise vessel Ship Activities and imposed by the United States Federal Investigative Services, Coast Guard, Transportation Security Administration or any other governmental agency responsible for security, and the Port agrees that it will not unreasonably withhold or condition its consent to such Alterations. In the event that the cost required to satisfy any new security requirement (or integrated group of security requirements imposed as part of a single governmental agency action) is expected to exceed the sum of two hundred thousand dollars (\$200,000.00), the Port and Tenant shall, at Tenant’s request, meet to discuss the implementation and funding of such Alteration(s). In the event that such required Alteration(s) would materially impact Tenant’s cash flows (such that Tenant may be required to borrow substantial working capital to complete such Alterations) or financial results (after considering use of the Allowances and application of the rent credits

provided under Section 4.3) and the Port is unwilling to make any accommodation to Tenant regarding the performance of such Alterations, Tenant may terminate this Amended and Restated Agreement on sixty (60) days advance notice to the Port.

6.3 Requirements for All Alterations. Any Alteration shall be performed (i) in a good and workmanlike manner, (ii) in compliance with all Legal Requirements, and (iii) in a manner that will not unreasonably interfere with or disturb the Port or its tenants.

6.4 Ownership. In the event Tenant makes any Alterations (other than the installation of trade fixtures, business equipment or furnishings that can be removed without injury to the Premises), they shall at once become a part of the realty and/or become the property of the Port. Tenant shall retain ownership of all trade fixtures, business equipment and furnishings from time to time installed by Tenant at its expense; provided, however, any trade fixtures, business equipment, furnishings or any other equipment funded by any of the Allowances shall be the property of the Port. Tenant may remove any of such fixtures, equipment or furnishings the ownership of which is retained by Tenant at any time during the Term and shall remove all thereof prior to the expiration of the Term. Any such property not removed at the expiration of the Term shall, at the election of the Port, become the property of the Port without payment to Tenant, or be deemed abandoned and removed by the Port, at Tenant's expense. Upon any removal of such property, Tenant shall promptly repair any and all damage to the Premises caused thereby and reimburse the Port for its costs and expenses in removing any such property not removed by Tenant and repairing any such damage not repaired by Tenant; this covenant shall survive the termination of this Amended and Restated Agreement.

ARTICLE 7: USE

7.1 Use of Premises. Subject to and in accordance with all present and future Legal Requirements, Tenant covenants and agrees that it shall use the Premises as a cruise terminal and for other uses acceptable to the Port in its reasonable judgment. Tenant will actively work to attract, promote and facilitate cruise traffic. Port and Tenant acknowledge and agree that the objective of the Port and the Tenant is to maximize the revenue generated from activities on the Premises and that uses in addition to the operation of a cruise facility will be required to do so. Notwithstanding the foregoing, Tenant shall not be permitted to use any portion of the Terminal 91 Preferential Use Area for purposes other than cruise Ship Activities. Tenant may not, under any circumstances, use the Premise for any "industrial activity" as that term is used in the Washington State Department of Ecology's Stormwater Management Manual for Western Washington (August 2001), as it now exists or may subsequently be revised.

7.2 General Standards Governing Use.

7.2.1 Tenant shall not use or occupy or permit the Premises or any part thereof to be used or occupied, not do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way (i) violate any present or future Legal Requirements, or (ii) violate any of the covenants, agreements, provisions and conditions of this Amended and Restated Agreement, or (iii) violate the certificate of occupancy then in force with respect

thereto, or (iv) may make it difficult for either the Port or Tenant to obtain fire or other insurance required hereunder, or (v) as will constitute a public or private nuisance.

7.2.2 Tenant shall not use or occupy or permit the Premises to be used or occupied, in whole or in part, in a manner which, in the Port's reasonable judgment, may or tends to, impair or interfere with (i) the character, reputation or appearance of the Premises or the Port; or (ii) the use of any other Port property, or occasion discomfort, inconvenience or annoyance to, the Port or any of its tenants or occupants of any adjacent property.

7.3 Signs. No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on or within the Premises, including the walls, windows and doors thereof, without the prior written approval of the Port. At the termination or sooner expiration of this Amended and Restated Agreement, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Tenant shall be removed by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises and correct any unsightly condition caused by the maintenance and removal of said signs, etc.

ARTICLE 8: TENANT'S OPERATION OF PREMISES

8.1 Ship Activities. Except to the extent arising under the Port's right of Secondary Use, Tenant shall manage and coordinate all Ship Activities at the Premises in a manner that supports the growth of cruise business in Seattle, including:

8.1.1 Scheduling. Process all berth applications for the Premises for cruise ships. The Port shall, pursuant to Section 9.2, be responsible for approving all applications for homeport cruise ship applications. Subject to the Port's berthing policy, Tenant shall be responsible for approving all port-of-call cruise ship and non-cruise ship applications. Tenant shall maintain an on-line, up-to-date ship schedule that shall be accessible to (but not modifiable by) the Port at all times.

8.1.2 Security. Manage the security operations at the Premises on cruise ship days, as necessary. This will include, as necessary, security staff who will provide security guards and security equipment operators for terminal security together with any commissioned police officers. In addition, in the event that the United States Federal Investigative Services, Coast Guard, Transportation Security Administration or any other governmental agency responsible for security imposes any material obligation for waterside security in connection with cruise vessel Ship Activities, Tenant shall be responsible, at its cost, for arranging for such security.

8.1.3 Passenger Transportation and Concierge Services. Coordinate with the cruise line tour operator all passenger movement within and through the Premises, ground transportation outside the Premises, including off-site staging areas, during disembarkation and embarkation, and concierge services for passengers.

8.1.4 *Baggage Operations.* Coordinate ship passenger luggage within the cruise terminal facilities.

8.1.5 *Deliveries.* Coordinate deliveries of provisions, stores and freight with port agent and stevedore company.

8.1.6 *Stevedoring Services.* Tenant shall engage the stevedoring services provider for all terminal handling, which shall include equipment, labor and the movement of luggage between the terminal and the dock, provided, however, the rates and charges for these terminal handling services shall at all times match industry standards. Tenant shall accommodate the vessel stevedoring services provider(s) selected by the respective cruise lines or their agents.

8.1.7 *Hospitality Services.* Coordinate all hospitality services, including food and beverage service, to passengers and guests on cruise ship days.

8.1.8 *Parking.* Tenant shall be responsible for all parking, whether passenger, longshore, guest or otherwise, associated with cruise Ship Activities at the Terminal 91 Cruise Facility. To the extent any courtesy shuttling, whether of passengers, longshore or otherwise, is required, Tenant shall also provide all such service.

8.1.8.1 Tenant may select a parking operator (the "Parking Operator") to operate the parking and undertake all parking operations and/or parking services at the Terminal 91 Cruise Facility. The agreement with the Parking Operator shall be subject to the Port's reasonable approval; provided, however, to the extent that the Port approved any agreement with a Parking Operator prior to the Restatement Date, Tenant shall not be required to again obtain an approval for that agreement after the Restatement Date.

8.1.8.2 Tenant shall, directly or through the Parking Operator, provide at then-prevailing market rates all parking services associated with cruise ship activities at the Terminal 91 Cruise Facility. Except to the extent permitted by the Port in writing, the Terminal 91 Cruise Facility shall be operated as a self-park facility. To the extent necessary for smooth and efficient operation of parking at the Terminal 91 Cruise Facility, passengers shall be required to pre-pay for their parking. To the extent Tenant does not obtain pre-payment for parking, Tenant shall ensure smooth and efficient payment following the passengers' return to the parking.

8.1.8.3 Tenant shall also provide, within the Terminal 91 Parking Area, sufficient parking spaces for use by the stevedores participating in cruise Ship Activities at no cost to the stevedores, and sufficient spaces for use by the United States Customs and Border Protection Service and the Immigration and Naturalization Service at no cost to either.

8.2 Traffic Control and Directional Signage. The Port shall, as part of the construction of the Terminal 91 Cruise Facility, provide sufficient directional signage for the location and efficient operation of all vehicle operations associated with cruise Ship Activities. Unless as a result of a major relocation of the Terminal 91 Access Area and/or Terminal 91 Parking Area,

any revisions to or replacements of such signage shall be the responsibility of Tenant. To the extent necessary, Tenant shall also provide sufficient staff to ensure the orderly flow of traffic on and over the Terminal 91 Cruise Facility.

8.3 Event Activities. Tenant shall coordinate with the Port, or its assignee, in the exercise of rights granted under the Event License. Tenant shall specifically cooperate with the Port, or its assignee, to ensure that the portion of the Premises being used for Event Activities is in good condition and repair and that all building systems (including, but not limited to, electrical, HVAC, elevator/escalator, etc.) are operational and available for use in connection with the Event Activities.

8.4 Contracts for Goods and Services. Although Tenant has no authority whatsoever to enter into contracts on the Port's behalf or bind the Port, all contracts for acquisition of any furniture, fixtures, equipment and/or services provided to the Premises and necessary for the operation of the Premises as a cruise terminal shall contain a provision: (i) that the Port of Seattle is a third-party beneficiary of the agreement, (ii) that all representations, warranties and guaranties are fully assignable to the Port of Seattle, and (iii) that the contract may be assigned to and assumed by the Port of Seattle in the event of termination of this Amended and Restated Agreement.

8.5 Billing. Tenant shall undertake all commercially reasonable efforts necessary to collect, all amounts chargeable to or collectible from third parties for the use of the Facility. All amounts billed for dockage, wharfage, passenger fees, fresh water and other terminal fees shall be as set forth in the Port's Terminal Tariff Number 4 and Number 5, as applicable (and as amended from time to time), unless otherwise agreed by the Port in writing.

8.6 Continuous Operations. During the term of this Amended and Restated Agreement, Tenant shall continuously conduct the business of operating and promoting the use of the Premises for ship operations and other approved uses.

8.7 Tours. Tenant shall coordinate all media, travel agent and VIP tours with tour operator, port agent, security, Port staff and cruise line representatives.

8.8 Marketing. Tenant will assist the Port in marketing the Facility to additional cruise ship operators, but the Port will have primary responsibility.

8.9 Cap on Markup for Security Services. The Port and Tenant agree that Tenant shall not be permitted to charge a markup on third-party security services (whether included in any bundled rate or charged as a separate line item) in excess of fifteen percent (15%). The Port and Tenant further agree that the charges for security services intended to recover the cost of Port and/or Tenant provided security services (e.g. reimbursement amounts for X-ray machines and magnetometers) shall be reasonable in light of the cost of acquisition, operation, maintenance, repair and replacement. The Port and Tenant agree that compliance with these requirements shall be conclusively determined by the Parties on a year-by-year basis as part of the annual exercise by the Port of establishing the bundled cruise fee amounts.

8.10 Continued Confirmation Of Previous Letter Agreements.

8.10.1 Understanding Regarding Pass-Through Items in Light of Bundled Fee.

As set forth in that certain letter dated March 24, 2009, the Port and Tenant recognize that the Port's shift to "bundled" fees in 2008 made it significantly more difficult to account for those items properly excluded from Allowable Expenses and Gross Revenues under, respectively, Sections 1.3.18 and 1.18.10 of this Amended and Restated Agreement as "pass-throughs." Tenant may properly exclude from Allowable Expenses and Gross Revenues the amounts actually paid for those portions of any security services provided by third parties, the fee for fresh water hook-up and fire department fee for bunkering permit, all of which fees would otherwise have been separately stated and paid. This exclusion does not, however, apply to any markup on these items or the collection of any amounts in excess of the actual pass-through expense amount based on the fact that the cruise ships passenger loads frequently exceed one hundred percent of lower berth capacity, on which percentage the per-passenger amount included in the bundled fee is based.

8.10.2 Understanding Regarding Terminal 91 Facility Surcharge.

As set forth in that certain letter dated April 29, 2009, the Port and Tenant agree that Tenant shall be obligated to collect the Passenger Vessel Terminal 91 Surcharge as set forth the Port's Terminal Tariff No. 5 (or any amendment or successor thereto), that this surcharge shall not be included within either Gross Revenues or Allowable Expenses, and that Tenant shall remit the surcharge to the Port without offset, reduction or other handling charge. Furthermore, in the event that the Port in the future implements a similar charge that is intended to defray the cost of specific investments/improvements by the Port and which is imposed in addition to, and not in lieu of, dockage, passenger and/or bundled fees for cruise lines, the same rule shall apply.

8.10.3 Understanding Regarding Licensee Revenue.

As set forth in that certain letter dated May 7, 2012, the Port and Tenant recognize that Tenant regularly grants licenses/permits for third parties to operate from the Terminal 91 Cruise Facility where the services provided by those vendors are primarily provided as a customer convenience and not to fulfill any of Tenant's basic obligations under this Amended and Restated Agreement. As a result, the Port and Tenant expressly agree that any revenues generated by such vendors, as set forth annually on a list submitted by Tenant and approved by the Port shall, notwithstanding Sections 1.18 and 1.18.3 of this Amended and Restated Agreement, *not* be included within Tenant's Gross Revenues. Instead, only the license/permit fee paid by such vendors shall be included within Gross Revenues as provided by Section 1.18.2 of this Amended and Restated Agreement.

ARTICLE 9: PORT OBLIGATIONS RESPECTING TENANT OPERATIONS

9.1 Tariff Rates. The Port shall be responsible for determining the rates for dockage, wharfage, passenger fees, fresh water and other terminal charges as set forth in the Port's tariffs, which may be revised or replaced from time to time. At the Port's discretion in consultation with

Tenant, the Port shall also have the ability to deviate from charges set forth in the Port's Terminal Tariff Number 4 and Number 5 for specific customers and/or transactions. The Port shall also reasonably consider, and respond within two business days to, any request provided in the manner for notice from Tenant to deviate from the charges set forth in the Port's Terminal Tariff Number 4 and 5 in order to induce or retain business at the Premises and if the Port fails to respond within the time provided, it shall be deemed to have assented to Tenant's request.

9.2 Marketing. The Port shall be primarily responsible for marketing the Premises for cruise ship activities and approving all berth applications for home-port cruise vessels. The Port shall, concurrent with its annual budgeting process, prepare a marketing plan and budget for the Premises. The Port shall reasonably consult with Tenant in the preparation of the marketing plan but shall retain sole discretion as to the content of, and budget for, the marketing plan.

9.3 Public Relations. The Port shall be responsible for all public affairs and community relations relating to the Premises. This shall include handling all press inquiries related to the Premises and its operations and issuing any press releases necessary or beneficial for the operation of the Premises. This shall also include attending all meetings related to, and coordinating all information necessary for, events such as Seafair, Maritime Week, etc. The Port shall not, however, be responsible for performing any public affairs or community relations for or on behalf of Tenant.

ARTICLE 10: REAL AND PERSONAL PROPERTY TAXES

10.1 Payment of Real Property Taxes by Tenant. Tenant shall be liable for, and shall pay throughout the term of this Amended and Restated Agreement, all license and excise fees payable for, or on account of, the activities conducted on the Premises and all taxes on the property on the Premises and any taxes on the Premises and/or on the leasehold interest created by this Amended and Restated Agreement and/or any taxes levied in lieu of a tax on said leasehold interest and/or any taxes levied on, or measured by, fees payable hereunder, whether imposed on Tenant or on the Port. Tenant shall reimburse the Port for all such taxes paid or payable by the Port. With respect to any such taxes payable by the Port that are on or measured by the rent or fee payments hereunder, Tenant shall pay to the Port with each rent or fee payment an amount equal to the tax on, or measured by that particular payment. All other tax amounts for which the Port is or will be entitled to reimbursement from Tenant shall be payable by Tenant to the Port at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Tenant shall be entitled to a minimum of ten (10) days' written notice of the amounts payable by it.

10.2 Tenant's Personal Property Taxes. Tenant shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other real or personal property placed or installed in and upon the Premises by Tenant. If any such taxes on Tenant's personal property or trade fixtures are levied against the Port or the Port's property, and if the Port pays the taxes based upon such increased assessment, Tenant shall, upon demand, repay to the Port the taxes so levied.

ARTICLE 11: INDEMNITY AND INSURANCE

11.1 Indemnity. The Port, its employees and agents will not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage was caused, sustained, or alleged to have been sustained by Tenant or by others, including but not limited to all persons directly or indirectly employed by Tenant, or any agents, contractors, or subcontractors of Tenant, as a result of any condition (including existing or future defects in the Premises) or occurrence (including failing or interruption of utility service) whatsoever related in any way to the Premises, or related in any way to Tenant's use of the Premises, except to the extent caused by or resulting from the Port's reckless acts or gross negligence. Except to the extent the Port has waived its right of recovery, Tenant shall defend (with counsel approved by the Port), indemnify, and hold harmless the Port, its employees and agents from any and all loss, damages and expenses (including attorneys' fees, costs and expenses of litigation) for or from: (a) any activity, work or thing done, permitted or suffered by Tenant in or about the Premises or out of the use or occupancy of the Premises by Tenant or any licensee, assignee or concessionaire of Tenant; and (b) any accident, injury, death or damage whatsoever caused to any party in or about the Premises or upon the sidewalks adjacent thereto, whether or not caused by the negligence of Tenant or any third party; (c) any fault or negligence by Tenant or any licensee, assignee or concessionaire of Tenant or of any officer, agent, employee, guest or invitee of any such person; and (d) any failure on Tenant's part to comply with any of the covenants, terms and conditions contained in this Amended and Restated Agreement. Tenant agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Tenant expressly waives for the benefit of the Port but not for the benefit of any third parties including employees of Tenant its immunity under industrial insurance (including Title 51 RCW) as necessary to effectuate this indemnity. Notwithstanding the foregoing, to the extent that RCW 4.24.115 is deemed to apply to any indemnification obligation arising under this Section 11.1 (and only to that extent), in the event of the concurrent negligence of Tenant, its subtenants, licensees, assignees, concessionaires, agents, employees, or contractors on the one hand and the negligence of the Port, its agents, employees or contractors on the other hand, Tenant's obligation to indemnify the Port as set forth in this Section 11.1 shall be limited to the extent of Tenant's negligence and that of Tenant's officers, sublessees, assignees, agents, employees, contractors or licensees, including Tenant's proportional share of costs, court costs, attorneys' fees, consultants' fees and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.

11.2 Insurance. Tenant shall obtain and keep in force, at its sole cost and expense, during the Term of this Amended and Restated Agreement the following types of insurance, in the amounts specified and in the form hereinafter provided for:

11.2.1 Liability Insurance. Tenant shall obtain and keep in force during the Term of this Amended and Restated Agreement a marine general liability policy of insurance protecting Tenant and the Port, as an additional insured using ISO Form 20 26 11 85 or equivalent, against claims for injury or death to persons or damage to property occurring on or about the Premises in an amount not less than three million dollars (\$3,000,000.00) combined single limit for each occurrence. This insurance must include bodily injury liability, personal

injury liability, property damage liability, broad form property damage liability, contractual liability, and products/completed operations liability and shall include warehousemen's legal liability coverage in an amount of \$250,000. The policy shall not contain any intra-insured exclusions as between insured persons or organizations.

11.2.2 Auto Liability Insurance. Tenant shall obtain and keep in force during the Term of this Amended and Restated Agreement a business automobile policy insuring Tenant and the Port, as an additional insured using ISO Form 20 26 11 85 or equivalent, arising out of any auto, including, owned, non-owned and hired. Such insurance shall be on an occurrence based providing single limit coverage in an amount not less than three million dollars (\$3,000,000) per occurrence.

11.2.3 Other Insurance. Tenant shall also obtain and keep in force during the Term of this Amended and Restated Agreement, Stop Gap Employers Liability insurance and, if applicable, longshoremen's and Harbor Workers Act, Jones Act, or Federal Employers Liability Act coverage in the amounts required by law.

11.3 Insurance Policies. Insurance required of Tenant under Sections 11.2 or 11.4 shall be in companies duly licensed to transact business in the State of Washington, and maintaining during the policy term a General Policyholders Rating of 'A-' or better and a financial rating of 'IX' or better, or such other rating as may be required by a lender having a lien on the Premises, as set forth in the most current issue of "Best's Insurance Guide." Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Article. Tenant shall cause to be delivered to the Port certified copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with the insureds and loss payable clauses as required by this Amended and Restated Agreement. No such policy shall be cancelable or subject to non-renewal or modification except after forty five (45) days prior written notice to the Port. Tenant shall at least forty five (45) days prior to the expiration of such policies, furnish the Port with evidence of renewals or "insurance binders" evidencing renewal thereof, or the Port may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to the Port upon demand. No insurance required herein shall contain a deductible or self-insured retention in excess of \$50,000 without the prior written consent of the Port.

11.4 Property Insurance.

11.4.1 By Port. The Port shall obtain and keep in force during the Term of this Amended and Restated Agreement a "Special Extended" or "all risk" property insurance insuring loss or damage to the Premises. The policy shall include coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of the Premises including any undamaged sections of the Premises required to be demolished or removed by reason of the enforcement of any Legal Requirement as the result of a covered cause of loss. The amount of such insurance shall be equal to the full replacement cost of the Premises (or the commercially

reasonable and available insurable value thereof if, by reason of the unique nature or age of the improvements involved, such latter amount is less than full replacement cost).

11.4.2 By Tenant. Tenant shall obtain and keep in force during the Term of this Amended and Restated Agreement a “Special Extended” or “all risk” property insurance insuring loss or damage to any property of Tenant used in Tenant’s Operations. The policy shall include coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of the Premises including any undamaged sections of the Premises required to be demolished or removed by reason of the enforcement of any Legal Requirement as the result of a covered cause of loss. The amount of such insurance shall be equal to the full replacement cost of the property (or the commercially reasonable and available insurable value thereof if, by reason of the unique nature or age of the improvements involved, such latter amount is less than full replacement cost). The policy shall also contain an agreed valuation provision in lieu of any coinsurance clause.

11.5 Waiver of Subrogation. Without affecting any other rights or remedies, the Port and Tenant (for themselves and on behalf of anyone claiming through or under them by way of subrogation or otherwise) hereby waives any rights it may have against the other, their officers, agents and employees (whether in contract or in tort) on account of any loss or damage occasioned to the insured party and arising out of or incident to the perils required to be insured against under this Article. Accordingly, both the Port and Tenant shall cause each insurance policy required by this Article to further contain a waiver of subrogation clause. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required, or by any deductibles applicable thereto.

11.6 Miscellaneous Insurance Provisions.

11.6.1 The limits of insurance required by this Amended and Restated Agreement or as carried by Tenant shall not limit the liability of Tenant nor relieve Tenant of any obligation hereunder. All insurance to be carried by Tenant shall be primary to and not contributory with any similar insurance carried by the Port, whose insurance shall be considered excess insurance only. If at any time during the Term, Tenant shall have in full force and effect a blanket policy of commercial general liability and umbrella liability insurance covering the Premises and other premises and/or properties of Tenant, such insurance shall satisfy the requirements hereof, provided said policy contains a specific endorsement providing a minimum amount of coverage applicable to the Premises equal to or greater than the amount required above.

11.6.2 The amounts and types of insurance specified in this Amended and Restated Agreement shall be subject to periodic adjustment to reflect changes in insuring practices for similar properties in the same geographic area and changes in insurance products.

ARTICLE 12: OPERATING EXPENSES; UTILITIES

12.1 Operating Expenses; Responsibility for Operations and Maintenance. Continuing after the Restatement Date through the Term of this Amended and Restated Agreement, Tenant shall pay directly to all third parties the total of all the costs and expenses incurred with respect to the operation and maintenance of the Premises and the services provided for the benefit of the Tenant (the “Operating Expenses”), it being understood and agreed that the Port shall not be required to furnish any services and/or utilities of any nature to the Premises during the Term of this Amended and Restated Agreement, Tenant hereby assuming full and sole responsibility for the supply and payment for all services, operational costs and utilities.

12.2 Utilities.

12.2.1 *Telephone.* Tenant shall, at its sole cost and expense, arrange for the furnishing of all phone service (including public pay phones) necessary for the operation of the Premises, and Tenant covenants and agrees to pay all charges therefor directly, to the applicable public utility or governmental authority furnishing such service to the Premises, the amounts due for such services.

12.2.2 *Electrical, Natural Gas, Water, Sewer and Others Utilities.* Tenant covenants and agrees to pay all charges for all electrical, natural gas, water, sewer, surface water management and other utility services or charges necessary for the operation of the Premises as either:

12.2.2.1 Indicated by separate meter(s) measuring Tenant’s consumption thereof or,

12.2.2.2 Determined by the Port on a pro rata basis in the event that the Premises or any portion thereof is part of a building or any larger premises to which any of these utilities services are furnished on a consolidated or joint basis. Tenant’s pro rata share of any such services may be computed by the Port on any reasonable basis, and separate metering or other exact segregation of cost shall not be required.

12.2.3 *Interruption.* With respect to any utility service provided to the Premises as a part of a building or any larger premises of which the Premises are a part, the Port shall have the right to shut down electrical or other utility services to the Premises when necessitated by safety, repairs, alterations, connections, upgrades, relocations, reconnections, or for any other reason, with respect to any utility system for which the Port has responsibility pursuant to Section 13.2 (singularly or collectively, “Utility Work”), regardless of whether the need for such Utility Work arises in respect of the Premises, any other part of the building or larger premises. Whenever possible, the Port shall give Tenant no less than two (2) days prior notice for such utility shutdown. The Port shall not be liable to Tenant for any losses, including loss of income or business interruption, resulting from any interruptions or failure in the supply of any utility to the Premises, except when such losses result from the Port’s gross negligence.

12.3 Energy Conservation. The Port shall have the right to institute such reasonable policies, programs and measures as may be necessary or desirable, in the Port's discretion, for the conservation and/or preservation of energy or energy related services, or as may be required to comply with any applicable codes, rules and regulations, whether mandatory or voluntary.

12.4 Port Not Responsible. The Port shall not be required to furnish any services or utilities of any nature to the Premises during the term of this Amended and Restated Agreement, Tenant hereby assuming full and sole responsibility for the supply of and payment for all utilities and services. Furthermore, the Port shall not be liable in any way to Tenant for any failure or defect in the supply or character of electrical energy or water and sewer service furnished to the Premises by reason of any requirement, act or omission of the public utility providing such service or for any other reason.

ARTICLE 13: REPAIR AND MAINTENANCE; COMPLIANCE WITH LAWS

13.1 Tenant's Duty to Repair and Maintain.

13.1.1 Terminal 91 Lease Area. Tenant shall, at its sole cost and expenses, keep the Terminal 91 Lease Area, together with the cruise terminal building and all Alterations, equipment and installations therein and the appurtenances thereto, in good order, maintenance and repair. Except to the extent otherwise specifically provided, Tenant shall undertake all maintenance and make all repairs and replacements, ordinary, as well as extraordinary, foreseen and unforeseen, which may be necessary or required so that at all times the Terminal 91 Lease Area, the cruise terminal building and all Alterations, equipment, installations and appurtenances shall be in thorough good order, condition and repair including but not limited to: (i) Port owned gangways, passageways, and mobile ramps (whether passenger or crew), whether located strictly within the Terminal 91 Lease Area or without (ii) all security equipment (specifically including the acquisition and maintenance or upgrade required under any security law or plan), (iii) all furniture, fixtures and equipment, and (iv) the fire suppression system. Tenant shall conduct all maintenance in a manner consistent with Port of Seattle maintenance procedures and schedules for all mechanical, plumbing, electrical and other systems.

Provided, Tenant's obligation to make all necessary repairs shall not extend to: (i) the piling supporting the piers/wharves, (ii) the roof, foundations, exterior walls or structural elements of the building or pier of which the Terminal 91 Cruise Facility is a part, (iii) any electrical, natural gas, water or sewer utility systems outside the point at which they are separately metered/submetered for or otherwise exclusively serve the Premises, and (iv) the initial configuration of gangways, passageways and mobile ramps (whether passenger or crew) associated with any new cruise line not currently calling at the Port of Seattle (but not any new cruise vessel associated with any cruise line currently calling at the Port of Seattle or any such line's successor) except to the extent that any of the repairs described in this provision may be required as a result of damage caused by negligence of Tenant or its agents, employees, sublessees, invitees or licensees.

13.1.2 Terminal 91 Preferential Use Area, Parking Area and Access Area.

13.1.2.1 For the Terminal 91 Preferential Use Area, Terminal 91 Parking Area or Terminal 91 Access Area, Tenant shall, at its sole cost and expenses, keep: (i) any equipment utilized by Tenant in connection with cruise Ship Activities, (ii) all marking/stripping of pavement associated with cruise Ship Activities, (iii) any traffic control devices and/or signs associated with cruise Ship Activities, (iv) any fence surrounding Parking Area, and (v) any toll collection kiosks or plazas (whether temporary or permanent) and all toll collection equipment associated with cruise Ship Activities, in good order, maintenance and repair. Except to the extent otherwise specifically provided, Tenant shall undertake all maintenance and make all repairs and replacements, ordinary, as well as extraordinary, foreseen and unforeseen, which may be necessary or required so that these items shall be in thorough good order, condition and repair.

13.1.2.2 Tenant shall also be responsible for keeping the Terminal 91 Preferential Use Area, Terminal 91 Parking Area and Terminal 91 Access Areas clean and in good order during periods of use and shall return the same following any period of use authorized under this Amended and Restated Agreement in substantially the same condition in which received, normal wear and tear excepted.

13.1.2.3 Except as specifically provided in this Section 13.1.2, Tenant shall have no other obligation of repair or maintenance, except to the extent required as a result of either Tenant's failure to adhere to the obligations set forth in this Section 13.1.2 or damage caused by negligence of Tenant or its agents, employees, sublessees, invitees or licensees.

13.2 Port's Duty to Repair and Maintain.

13.2.1 Terminal 91 Lease Area. The Port shall be responsible for any and all repairs and maintenance to: (i) the piling supporting the piers/wharves, (ii) the roof, foundations, exterior walls or structural elements of the building or pier of which the Terminal 91 Cruise Facility is a part, (iii) any electrical, natural gas, water or sewer utility systems (unless the responsibility of the utility provider supplying the applicable utility) to the point at which they are separately metered/submetered for or otherwise exclusively serve the Premises, (iv) the initial configuration of gangways, passageways and mobile ramps (whether passenger or crew) associated with any new cruise line not currently calling at the Port of Seattle (but not any new cruise vessel associated with any cruise line currently calling at the Port of Seattle or any such line's successor), and (v) any off-season relocation of the gangways, passageways and mobile ramps necessary to accommodate the fishing fleet's use of the Terminal 91 Lease Area and/or Terminal 91 Preferential Use Area. In the event that any repairs to any of these items may be required as a result of damage caused by negligence of Tenant or its agents, employees, sublessees, invitees, or licensees, those repairs shall be at the sole cost and expense of Tenant. Otherwise, any repair and maintenance of these items shall be at the Port's sole cost and expense. The Port shall perform any such repair or maintenance work called to its attention by Tenant within a reasonable period of time after receipt of such notice by the Port. There shall be no abatement or reduction of any financial or other obligation of Tenant under this Amended and

Restated Agreement by reason of the Port's making repairs, alterations and/or improvements to the Terminal 91 Cruise Facility.

13.2.2 Terminal 91 Preferential Use Area, Parking Area and Access Area. Except to the extent provided in Section 13.1.2, the Port shall be responsible for any and all repairs and maintenance to the Terminal 91 Preferential Use Area, the Terminal 91 Parking Area and the Terminal 91 Access Area, including but not limited to: (i) the piling supporting the piers/wharves, (ii) the repair or replacement of fender piling, (iii) the fender rafts, including the annual removal and reinstallation of floats for purposes of annual maintenance, (iv) the dock safety ladders, (v) the perimeter fencing, (vi) the maintenance and replacement of the asphalt surface of the Terminal 91 Preferential Use Area, Terminal 91 Parking Area and/or Terminal 91 Access Area, and (vii) any electrical, natural gas, water or sewer utility systems (unless the responsibility of the utility provider supplying the applicable utility) to the point at which they are separately metered/submetered for or otherwise exclusively serve the Premises. In the event that any repairs to any of these items may be required as a result of damage caused by negligence of Tenant or its agents, employees, sublessees, invitees, or licensees, those repairs shall be at the sole cost and expense of Tenant. Otherwise, any repair and maintenance of these items shall be at the Port's sole cost and expense. The Port shall perform any such repair or maintenance work called to its attention by Tenant within a reasonable period of time after receipt of such notice by the Port. There shall be no abatement or reduction of any financial or other obligation of Tenant under this Amended and Restated Agreement by reason of the Port's making repairs, alterations and/or improvements to the Terminal 91 Cruise Facility.

13.3 Continuing Compliance. Throughout the Term of this Amended and Restated Agreement, Tenant shall, at its own cost and expense, promptly and diligently observe and comply with:

13.3.1 All Legal Requirements and the requirements of any fire insurance rating organization and all insurance companies writing policies covering the Premises or any part thereof, whether or not such compliances herewith shall require repairs, changes or alterations in and about the Premises, or repairs, changes or alterations incident to or as the result of any use or occupation of the Premises or interfere with the use and enjoyment of the Premises or any part thereof, and whether or not the same now are in force or at any time in the future may be passed, enacted, or directed;

13.3.2 Procure, maintain and comply with all permits, licenses, franchises and other authorizations required for any use of the Premises or any part thereof then being made and for proper erection, installation, operation and maintenance of any improvements or any part thereof; and

13.3.3 Comply with any instruments of record at the time in force affecting the Premises or any part thereof.

Tenant shall defend (with counsel approved by the Port), fully indemnify, and hold entirely free and harmless the Port from any action, suit or proceeding and all costs, expenses, claims, fines,

penalties, and damages that may in any manner arise out of or be imposed because of the failure of Tenant to comply with this covenant. Tenant's obligations of indemnity under this Section shall survive the expiration or earlier termination of this Amended and Restated Agreement.

13.4 The Allowances.

13.4.1 *Maintenance Allowance.* The Port shall provide Tenant with an annual allowance (the "Maintenance Allowance") valued at seventy five thousand dollars and no cents (\$75,000.00) per calendar year after 2015 for Tenant's use in meeting the repair and replacement obligations imposed upon it pursuant to Section 13.1. The Maintenance Allowance, however, is not a cash allowance. Instead, it represents an agreement by the Port to provide, through the Port's Seaport Maintenance Department, up to one hundred thousand dollars worth of repair and maintenance services not otherwise within the scope of the Port's responsibilities under Section 13.2. In the event that Tenant seeks to access the Maintenance Allowance, it shall provide a description of the services that it seeks to have completed and arrange for the Port, through its Seaport Maintenance Department, to provide such services. Those services will be charged against the Maintenance Allowance for the year in which the services are actually provided at the same rate, and in the same manner, that such services would otherwise be charged against any other department/organization with the Port's Seaport Division. Any portion of the Maintenance Allowance not used within a calendar year shall be forfeited. In the event that the cost for the services requested by Tenant exceeds the amount of the Maintenance Allowance, Tenant shall promptly (and in no event later than the remittance of the next payment of Rent) reimburse the Port for such amounts following receipt of an invoice from the Port detailing such amounts.

13.4.2 *Capital Allowance.* The Port shall provide Tenant with an annual allowance (the "Capital Allowance") valued at two hundred thousand dollars and no cents (\$200,000.00) per calendar year after 2015 for the repair or replacement of any furniture, fixtures, equipment or other capital items in, on or about the Terminal 91 Cruise Facility. Either party may perform work under the Capital Allowance. As such, whether the Capital Allowance is, in whole or in part, a cash allowance will depend on the party identified to do the particular work to be performed under the Capital Allowance. The parties shall consult with one another regarding potential projects towards which the Capital Allowance will be applied; provided, however, the final decisions regarding how the Capital Allowance will be applied and who will undertake the work will be made by the Port. In the event that the Port performs any work, the amount chargeable against the Capital Allowance will be determined from the costs properly charged against the project established by the Port for such work under the Port's system of accounting. Tenant specifically acknowledges that the Port may use the Capital Allowance for the replacement of the fendering and rafts at the Terminal 91 Cruise Facility in fulfilling its responsibilities under Section 13.2. In seeking any payment under the Capital Allowance for any work performed by Tenant, Tenant shall submit to the Port a copy of the invoice for the repair or replacement of such furniture, fixtures, equipment or other capital items together with such other reasonable documentation required by the Port. The Port shall, within thirty (30) days of receipt of such documentation and verification of the eligibility of such expenditure for reimbursement under the Replacement Allowance, pay to Tenant the amount of the invoice, not to exceed (in aggregate with all previously requested reimbursements) the total dollar amount of the

Allowance. Solely as an accommodation to Tenant, the Port agrees to issue two party checks made payable to Tenant and the supplier/provider retained by or contracted to Tenant for the purposes of facilitating payment by Tenant to such supplier/provider; *provided, however*, nothing in the Port's agreement to issue a two party check shall create or support any liability or responsibility by the Port to such supplier/provider. Any portion of the Capital Allowance not used within a calendar year will roll forward for the remainder of the Term of this Amended and Restated Agreement.

13.4.3 Per Passenger Allowance. Continuing after the Restatement Date, the Port will provide Tenant with an annual allowance (the "Per Passenger Allowance") as follows:

13.4.3.1 The value of the Per Passenger Allowance will be calculated based on the number of cruise passengers (for which the Passenger fee and/or Bundled Fee are payable and actually paid) over the Extension Period. The Per Passenger Allowance will accrue at a rate of Eight Cents (\$0.08) per passenger up to (and including) five million (5,000,000) and at a rate of Five Cents (\$0.05) per passenger for each passenger more than five million over the Extension Term. The Per Passenger Allowance will be earned and available to Tenant only in arrears and shall not be available in advance or otherwise in expectation of future passengers.

13.4.3.2 The Per Passenger Allowance may be used for the repair or replacement of any furniture, fixtures, equipment or other capital items in, on or about the Terminal 91 Cruise Facility. Either party may perform work under the Per Passenger Allowance. As such, whether the Per Passenger Allowance is, in whole or in part, a cash allowance will depend on the party identified to do the particular work to be performed under the Per Passenger Allowance. The parties shall consult with one another regarding potential projects towards which the Per Passenger Allowance will be applied; *provided, however*, the final decisions regarding how the Per Passenger Allowance will be applied and who will undertake the work will be made by the Port. In the event that the Port performs any work, the amount chargeable against the Per Passenger Allowance will be determined from the costs properly charged against the project established by the Port for such work under the Port's system of accounting.

13.4.3.3 In seeking any payment under the Per Passenger Allowance for any work performed by Tenant, Tenant shall submit to the Port a copy of the invoice for the repair or replacement of such furniture, fixtures, equipment or other capital items together with such other reasonable documentation required by the Port. The Port shall, within thirty (30) days of receipt of such documentation and verification of the eligibility of such expenditure for reimbursement under the Per Passenger Allowance, pay to Tenant the amount of the invoice, not to exceed (in aggregate with all previously requested reimbursements) the then-available total dollar amount of the Per Passenger Allowance. Solely as an accommodation to Tenant, the Port agrees to issue two party checks made payable to Tenant and the supplier/provider retained by or contracted to Tenant for the purposes of facilitating payment by Tenant to such supplier/provider; *provided, however*, nothing in the Port's agreement to issue a two party check shall create or support any liability or responsibility by the Port to such supplier/provider.

13.5 Waste. Tenant will not do or permit or suffer any waste, damages, disfigurement or injury to or upon the Premises or any part thereof.

13.6 Semi-Annual Condition Surveys. Continuing after the Restatement Date, the parties shall conduct an inspection of all the Premises semi-annually, before and after the “cruise season” to again observe and note the condition of, cleanliness of and existing damage to the Premises and to determine repairs and maintenance required to be performed. Responsibility for repairing any problems or defects noted shall be as provided in Sections 13.1 and 13.2 this Amended and Restated Agreement.

ARTICLE 14: COMPLIANCE WITH ENVIRONMENTAL LAWS

14.1 Hazardous Substances. Tenant shall not introduce or allow the introduction of any Hazardous Substance in or about the Premises in any manner that could be a detriment to the Premises or in violation of any Environmental Law. In addition, Tenant shall not cause any Hazardous Substances to migrate off the Premises or release any Hazardous Substances into adjacent surface waters, soils, underground waters or air. Tenant shall provide the Port with Tenant’s USEPA Waste Generator Number (if Tenant is required by applicable law or regulations to hold one), and with copies of all Material Safety Data Sheets (MSDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals (including revisions or renewals) and any correspondence Tenant receives from, or provides to, any governmental unit or agency in connection with Tenant’s handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Premises.

14.2 Violation of Environmental Law. If Tenant, or the Premises as a result of any action or inaction (other than the failure to Tenant to address the presence of any Hazardous Substance not the responsibility of Tenant under this ARTICLE 14) of Tenant, is in violation of any Environmental Law concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, Tenant shall promptly take such action as is necessary to mitigate and correct the violation. If Tenant does not act in a prudent and prompt manner, the Port reserves the right, but not the obligation, to come onto the Premises, to act in place of the Tenant (Tenant hereby appoints the Port as its agent for such purposes) and to take such action as the Port deems necessary to ensure compliance or to mitigate the violation. If the Port has a reasonable belief that Tenant is in violation of any Environmental Law, or that Tenant’s actions or inactions present a threat of violation or a threat of damage to the Premises, the Port reserves the right to enter onto the Premises and take such corrective or mitigating action as the Port deems necessary. All costs and expenses incurred by the Port in connection with any such actions shall become immediately due and payable by Tenant upon presentation of an invoice therefor.

14.3 Inspection; Test Results. The Port shall have access to the Premises to conduct an annual environmental inspection. In addition, Tenant shall permit the Port access to the Premises at any time upon reasonable notice for the purpose of conducting environmental testing at the Port’s expense. Tenant shall not conduct or permit others to conduct environmental testing on the Premises without first obtaining the Port’s written consent. Tenant shall promptly inform the Port

of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Premises whenever the same becomes known to Tenant, and Tenant shall provide copies to the Port.

14.4 Removal of Hazardous Substances. Prior to vacation of the Premises, in addition to all other requirements under this Amended and Restated Agreement, Tenant shall remove any Hazardous Substances placed on the Premises during the term of the Agreement (including this Amended and Restated Agreement) or Tenant's possession of the Premises, and shall demonstrate such removal to the Port's satisfaction. This removal and demonstration shall be a condition precedent to the Port's payment of any Security to Tenant upon termination or expiration of this Amended and Restated Agreement.

14.5 Remedies Not Exclusive. No remedy provided herein shall be deemed exclusive. In addition to any remedy provided above, the Port shall be entitled to full reimbursement from Tenant whenever the Port incurs any costs resulting from Tenant's use or management of Hazardous Substances on the Premises, including but not limited to, costs of clean-up or other remedial activities, fines or penalties assessed directly against the Port, injuries to third persons or other properties, and loss of revenues resulting from an inability to re-lease or market the property due to its environmental condition (even if such loss of revenue occurs after the expiration or earlier termination of this Amended and Restated Agreement).

14.6 Environmental Indemnity.

14.6.1 *By Tenant.* In addition to all other indemnities provided in this Amended and Restated Agreement, Tenant agrees to defend, indemnify and hold the Port free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from Tenant's failure to adhere to the requirements of this ARTICLE 14. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Amended and Restated Agreement.

14.6.2 *By Port.* The Port agrees to defend, indemnify and hold Tenant free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from either the Preexisting Condition or the existence or discovery of any other Hazardous Substance either: (i) introduced to the Premises other than during the term of this Agreement (including this Amended and Restated Agreement), (ii) migrating to/from the Premises other than as a result of Tenant's actions, or (iii) released on, about or adjacent to the Premises other than as a result of Tenant's actions. The Port's obligations under this Section shall survive the expiration or earlier termination of this Amended and Restated Agreement.

ARTICLE 15: DAMAGE OR DESTRUCTION

15.1 Damage Repairable in Four Weeks. Should the Terminal 91 Cruise Facility be damaged by fire or other casualty and if the damage is repairable within four (4) weeks from the date of the occurrence (with the repair work and the preparations therefor to be done during regular working hours on regular work days), the such Premises shall be repaired with due diligence by the Port, and in the meantime the Base Rent shall be abated in the same proportion that the untenable portion of the Premises bears to the whole thereof, for the period from the occurrence of the damage to the completion of the repairs.

15.2 Damage Not Repairable in Four Weeks. Should either the Terminal 91 Cruise Facility be completely destroyed by fire or other casualty, or should either be damaged to such an extent that the damage cannot be repaired within four (4) weeks of the occurrence, the Port shall have the option to terminate this Amended and Restated Agreement as to either the affected Cruise Facility or in its entirety on thirty (30) days' notice, effective as of any date not more than sixty (60) days after the occurrence. In the event that this paragraph shall become applicable, the Port shall advise Tenant within thirty (30) days after the happening of any such damage whether the Port has elected to continue the lease in effect or to terminate it. If the Port shall elect to continue this lease in effect as to the affected Cruise Facility, it shall commence and prosecute with due diligence any work necessary to restore or repair the Premises. If the Port shall fail to notify Tenant of its election within said thirty (30) day period, the Port shall be deemed to have elected to terminate this lease in its entirety, and this Amended and Restated Agreement shall automatically terminate sixty (60) days after the occurrence of the damage. For the period from the occurrence of any damage to the Premises to the date of completion of the repairs to the Premises (or to the date of termination of the lease if the Port shall elect not to restore the Premises), the monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof.

ARTICLE 16: SURRENDER AND HOLDING OVER

16.1 Surrender. Tenant shall quit and surrender the Property, together with any remaining improvements or modifications, in good condition and repair, normal wear and tear excepted.

16.2 Holding Over. If the Premises are not surrendered as provided in this Article, Tenant shall indemnify and hold the Port harmless against loss or liability resulting from the delay by Tenant in so surrendering the Premises, including, without limitation, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of the Port after expiration or earlier termination of this Amended and Restated Agreement shall be construed to be a tenancy from month-to-month upon the same terms and conditions provided in this Amended and Restated Agreement. Any holding over without the consent of the Port after expiration or earlier termination of this Amended and Restated Agreement shall be construed to be tenancy at sufferance upon the same terms and conditions provided in this Amended and Restated Agreement, except that Base Rent shall be one hundred fifty percent (150%) of that

which it was immediately prior to expiration or earlier termination of this Amended and Restated Agreement.

16.3 Survival. Tenant's obligations under this Article shall survive the expiration or earlier termination of this Amended and Restated Agreement. No modification, termination or surrender to the Port of this Amended and Restated Agreement or surrender of the Property or any part thereof, or of any interest therein by Tenant, shall be valid or effective unless agreed to and accepted in writing by the Port, and no act by any representative or agent of the Port, other than such written agreement and acceptance, shall constitute an acceptance thereof.

ARTICLE 17: IMPAIRMENT OF TITLE

17.1 Liens. Tenant will not directly or indirectly create or permit to be created and/or to remain a Lien upon the Premises, and any Alterations, fixtures, improvements or appurtenances thereto except those Liens expressly permitted by this Amended and Restated Agreement. In the event any such Lien(s) have been created by or permitted by Tenant in violation of this provision, Tenant shall immediately discharge as of record, by bond or as otherwise allowed by law, any such Lien(s). Tenant shall also defend (with counsel approved by the Port), fully indemnify, and hold entirely free and harmless the Port from any action, suit or proceeding that may be brought on or for the enforcement of such lien(s).

17.2 Recording. Tenant covenants and agrees with the Port that Tenant shall not record this Amended and Restated Agreement or any memorandum thereof without the Port's prior written consent. In the event that the Port or its lender requires this Amended and Restated Agreement or a memorandum thereof to be recorded in priority to any mortgage, deed of trust or other encumbrance which may now or at any time hereafter affect the Premises in whole or in part, and whether or not any such mortgage, deed of trust or other encumbrance shall affect only the Premises, any part thereof, or shall be a blanket mortgage, deed of trust or encumbrance affecting other premises as well, the Tenant covenants and agrees with the Port that the Tenant shall execute promptly upon request from the Port any certificate, priority agreement or other instrument which may from time to time be requested to give effect thereto and the Tenant hereby irrevocably appoints the Port as agent and attorney for the Tenant with full power and authority to execute and deliver such instruments for and in the name of the Tenant.

ARTICLE 18: DEFAULT

18.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" on the part of the Tenant with or without notice from the Port:

18.1.1 The vacating or abandonment of the Premises by Tenant.

18.1.2 The failure by Tenant to make any payment of rent, fees or any other payment required by this Amended and Restated Agreement, when due.

18.1.3 The failure by Tenant to observe or perform any covenant, condition, or agreement to be observed or performed by Tenant in this Amended and Restated Agreement.

18.1.4 The discovery by the Port that any financial or background statement provided to the Port by Tenant, any successor, grantee, or assign was materially false.

18.1.5 The filing by Tenant of a petition in bankruptcy, Tenant being adjudged bankrupt or insolvent by any court, a receiver of the property of Tenant being appointed in any proceeding brought by or against Tenant, Tenant making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Tenant's interest in the Premises or on any personal property kept or maintained on the Premises by Tenant.

18.2 Remedies. In addition to, and not in lieu or to the exclusion of, any other remedies provided in this Amended and Restated Agreement or to any other remedies available to the Port at law or in equity:

18.2.1 Whenever any default (other than a default under Section 18.1.5 above, upon which termination of this Amended and Restated Agreement shall, at the Port's option, be effective immediately without further notice) continues unremedied in whole or in part for 30 days after Notice of Default is provided by the Port to Tenant (or for 10 days after Notice of Default in the case of default for failure to pay any rent, fees or other required payment when due), this Amended and Restated Agreement and all of Tenant's rights under it will automatically terminate if the Notice of Default so provides. Upon termination, the Port may reenter the Premises using such force as may be necessary and remove all persons and property from the Premises. The Port will be entitled to recover from Tenant all unpaid Rent, fees or any other payments and damages incurred because of Tenant's default including, but not limited to, the costs of re-letting, including tenant improvements, necessary renovations or repairs, advertising, leasing commissions, and attorney's fees and costs ("Termination Damages"), together with interest on all Termination Damages at the Default Rate, from the date such Termination Damages are incurred by the Port until paid.

18.2.2 In addition to Termination Damages, and notwithstanding termination and reentry, Tenant's liability for all Rent, fees or other charges which, but for termination of this Amended and Restated Agreement, would have become due over the remainder of the Amended and Restated Agreement term ("Future Charges") will not be extinguished and Tenant agrees that the Port will be entitled, upon termination for default, to collect as additional damages, a Rental Deficiency. "Rental Deficiency" means, at the Port's election, either:

18.2.2.1 An amount equal to Future Charges, less the amount of actual rent and fees, if any, which the Port receives during the remainder of the Amended and Restated Agreement term from others to whom the Premises may be rented, in which case such Rental Deficiency will be computed and payable at the Port's option either:

18.2.2.1.1 In an accelerated lump-sum payment discounted to present worth, or

18.2.2.1.2 In monthly installments, in advance, on the first day of each calendar month following termination of this Amended and Restated Agreement and continuing until the date on which the Amended and Restated Agreement term would have expired but for such termination, and any suit or action brought to collect any portion of Rental Deficiency attributable to any particular month or months, shall not in any manner prejudice the Port's right to collect any portion of Rental Deficiency by a similar proceeding; or

18.2.2.2 An amount equal to Future Charges less the aggregate fair rental value of the Premises over the remaining Amended and Restated Agreement term, reduced to present worth. In this case, the Rental Deficiency must be paid to the Port in one lump sum, on demand, and will bear interest at the Default Rate until paid. For purposes of this subsection, "present worth" is computed by applying a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in, or closest to, Seattle, Washington.

18.2.3 If this Amended and Restated Agreement is terminated for default as provided in this Amended and Restated Agreement, the Port shall use reasonable efforts to re-let the Premises in whole or in part, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Amended and Restated Agreement term), for such use or uses and, otherwise on such terms and conditions as the Port, in its sole discretion, may determine, but the Port will not be liable for, nor will Tenant's obligations under this Amended and Restated Agreement be diminished by reason for any failure by the Port to re-let the Premises or any failures by the Port to collect any rent due upon such re-letting.

18.2.4 If upon any reentry permitted under this Amended and Restated Agreement, there remains any personal property upon the Premises, the Port, in its sole discretion, may remove and store the personal property for the account and at the expense of Tenant. In the event the Port chooses to remove and store such property, it shall take reasonable steps to notify Tenant of the Port's action. All risks associated with removal and storage shall be on Tenant. Tenant shall reimburse the Port for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. The Port has the right to sell any property which has been stored for a period of 30 days or more, unless Tenant has tendered reimbursement to the Port for all expenses incurred in removal and storage. The proceeds of sale will be applied first to the costs of sale (including reasonable attorneys' fees), second to the payment of storage charges, and third to the payment of any other amounts which may then be due and owing from Tenant to the Port. The balance of sale proceeds, if any, will then be paid to Tenant.

18.3 Remedies Cumulative. All rights, options and remedies of the Port contained in this Amended and Restated Agreement shall be construed and held to be distinct, separate and cumulative, and no one of them shall be exclusive of the other, and the Port shall have the right

to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Amended and Restated Agreement.

18.4 No Counterclaim or Setoff. If the Port shall commence any proceeding for non-payment of Rent, fees or of any other payment of any kind to which the Port may be entitled or which the Port may claim under this Amended and Restated Agreement, Tenant will not interpose any counterclaim or setoff of any nature or description in any such proceeding; the parties specifically agreeing the Tenant's covenant to pay Rent, fees or any other payments under this Amended and Restated Agreement are independent of all other covenants and agreements in this Amended and Restated Agreement; *provided, however*, this shall not be construed as a waiver of Tenant's right to assert such a claim in any separate action brought by Tenant.

ARTICLE 19: TERMINATION; NEW CRUISE BERTH; EASEMENTS

19.1 Termination. In the event the Port, in its sole discretion, requires the Premises or any substantial part thereof for any reason, then this Amended and Restated Agreement may be terminated by the Port by written notice to Tenant not less than two (2) years prior to the date of termination set forth in the notice. Tenant shall not be entitled to any compensation at termination for the bargain value of the leasehold.

19.2 Condemnation. In the event that any federal, state or local government or agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the Premises or any substantial part thereof, the Port may, at its option, terminate this Amended and Restated Agreement as of the date of such taking, and, if Tenant is not in default under any of the provisions of this Amended and Restated Agreement on that date, any Rent prepaid by Tenant shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Tenant.

19.3 Court Decree. In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its material obligations under this lease, then either party hereto may terminate this Amended and Restated Agreement by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Tenant is not in default under any of the provisions of this Amended and Restated Agreement on the effective date of such termination, any Rent prepaid by Tenant shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Tenant.

19.4 Relocation of Cruise Berths Two and Three. In the event that the Port determines, in its sole discretion, that it will relocate the Terminal 91 Cruise Facilities and not lease those two berths directly to one or more cruise lines, then the Port will give Tenant a term sheet describing the terms on which the Port will be willing to lease the Terminal 91 Cruise Facility to Tenant, and Tenant shall have thirty (30) calendar days to accept those terms by signing the term sheet and delivering it (in the manner for notice) to the Port; *provided, however*, such term sheet must provide for minimum compensation in a manner substantially equivalent to that provided

Tenant under Section 4.3. If Tenant wishes to lease the Terminal 91 Cruise Facility but not on the terms contained in the term sheet provided by the Port, Tenant may use the thirty calendar days to negotiate with the Port, and if the two reach an agreement on terms, Tenant shall sign a term sheet containing those agreed terms and deliver it (in the manner for notice) to the Port by the end of the thirty-day period. If the Port does not receive a signed term sheet as provided in this Section within the thirty-day period, the Port may terminate this Amended and Restated Agreement and lease the Terminal 91 Cruise Facility to others on such terms as it may agree. If Tenant delivers the signed term sheet as provided in this Section within the thirty-day period, the Port shall prepare an amendment to this Amended and Restated Agreement incorporating the terms on the term sheet and provide it to Tenant for signature. If Tenant does not sign the amendment within ten (10) business days, Tenant shall be deemed to have rejected the Terminal 91 Cruise Facility and the Port may lease them to others on such terms as it may agree. Exercise of the right set forth in this Section shall be conditioned upon: (a) the Amended and Restated Agreement not having been assigned by the Tenant to any other person or entity, and (b) Tenant not being in default under this Amended and Restated Agreement at any time between when the term sheet is delivered to Tenant and the execution of the amendment to this Amended and Restated Agreement.

19.5 New Cruise Berth. In the event that the Port determines, in its sole discretion, that it will create a fourth cruise berth and not lease that berth directly to a cruise line, then the Port will give Tenant a term sheet describing the terms on which the Port will be willing to lease the fourth cruise berth to Tenant, and Tenant shall have thirty (30) calendar days to accept those terms by signing the term sheet and delivering it (in the manner for notice) to the Port. If Tenant wishes to lease the fourth cruise berth but not on the terms contained in the term sheet provided by the Port, Tenant may use the thirty calendar days to negotiate with the Port, and if the two reach an agreement on terms, Tenant shall sign a term sheet containing those agreed terms and deliver it (in the manner for notice) to the Port by the end of the thirty-day period. If the Port does not receive a signed term sheet as provided in this Section within the thirty-day period, the Port may lease the fourth cruise berth to others on such terms as it may agree. If Tenant delivers the signed term sheet as provided in this Section within the thirty-day period, the Port shall prepare an amendment to this Amended and Restated Agreement incorporating the terms on the term sheet and provide it to Tenant for signature. If Tenant does not sign the amendment within ten (10) business days, Tenant shall be deemed to have rejected the fourth cruise berth and the Port may lease it to others on such terms as it may agree. Exercise of the right to expand to include the fourth cruise berth shall be conditioned upon: (a) the Amended and Restated Agreement not having been assigned by the Tenant to any other person or entity, and (b) Tenant not being in default under this Amended and Restated Agreement at any time between when the term sheet is delivered to Tenant and the execution of the amendment to this Amended and Restated Agreement.

19.6 Easements.

19.6.1 The Parties recognize that the Port facilities are continuously being modified to improve the utilities, services and premises used and provided by the Port. The Port, or its agents, shall have the right to enter the Premises of Tenant, and to cross over, construct,

move, reconstruct, rearrange, alter, maintain, repair and operate the sewer, water, and drainage lines, and the electrical service, fiber and communication service, the roadways and all other services and facilities, all as required by the Port for its own use or benefit. The Port and its authorized utility service provider is hereby granted a continuous easement or easements that the Port believes is necessary within the Property and Premises, without any additional cost to the Port for the purposes expressed hereinabove. *Provided, however*, that the Port by virtue of such use, does not substantially deprive Tenant from its beneficial use or occupancy of the Property or Premises for an unreasonable period of time, not to exceed thirty (30) working days, without consent of Tenant.

19.6.2 In the event that the Port permanently deprives Tenant from such beneficial use or occupancy, then an equitable reimbursement of pre-paid rent or an adjustment in rent for any extension, or in the cost required to modify its Premises to allow the Tenant to operate its business, will be negotiated and paid by the Port to Tenant. In the event that such entry by the Port is temporary in nature, then the Port shall reimburse Tenant for the cost required to modify its Premises for the temporary period that Tenant is inconvenienced by such entry. The Port will not be responsible to Tenant for any reduced efficiency or loss of business occasioned by such entry.

ARTICLE 20: NO WAIVER; LANDLORD'S RIGHT TO PERFORM

20.1 Receipt of Monies Following Termination. No receipt of monies by the Port from Tenant after the termination or cancellation of this Amended and Restated Agreement in any lawful manner shall (a) reinstate, continue or extend the Term of this Amended and Restated Agreement; (b) affect any notice theretofore given to Tenant; (c) operate as a waiver of the rights of the Port to enforce the payment of any Rent and fees then due or thereafter falling due; or (d) operate as a waiver of the right of the Port to recover possession of the Premises by proper suit, action, proceeding or remedy; it being agreed that after the service of notice to terminate or cancel this Amended and Restated Agreement, or after the commencement of suit, action or summary proceedings, or any other remedy, or after a final order or judgment for the possession of the Premises, the Port may demand, receive and collect any monies due, or thereafter falling due, without in any manner affecting such notice, proceeding, suit, action, order or judgment; and any and all such monies collected shall be deemed to be payments on account of the use and occupation and/or Tenant's liability hereunder.

20.2 No Waiver of Breach. The failure of the Port to insist in any one or more instances, upon a strict performance of any of the covenants of this Amended and Restated Agreement, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such covenant, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by the Port of the Rent or fees, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Port of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Port. The consent or approval of the Port to or of any act by Tenant requiring the Port's consent or approval shall not be deemed

to waive or render unnecessary the Port's consent or approval to or of any subsequent similar acts by Tenant.

20.3 No Waiver of Rent. The receipt by the Port of any installment of the Base Rent, Percentage Rent, fees or of any amount shall not be a waiver of any Base Rent, Percentage Rent or any other amount then due.

20.4 Application of Payments. The Port shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to the Port, in the Port's sole discretion and regardless of the instructions of Tenant as to application of any such sum, whether such instructions be endorsed upon Tenant's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by the Port of a check or checks drawn by others than Tenant shall in no way affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment of this Amended and Restated Agreement or subletting by Tenant.

20.5 Port's Right to Perform. Upon Tenant's failure to perform any obligation or make any payment required of Tenant hereunder, the Port shall have the right (but not the obligation) to perform such obligation of Tenant on behalf of Tenant and/or to make payment on behalf of Tenant to such parties. Tenant shall reimburse the Port the reasonable cost of the Port's performing such obligation on Tenant's behalf, including reimbursement of any amounts that may be expended by the Port, plus interest at the Default Rate.

ARTICLE 21: ASSIGNMENT AND SUBLETTING

21.1 Prohibition. Tenant shall not, in whole or in part, assign, sublet, license or permit occupancy by any party other than Tenant of all or any part of the Premises, without the prior written consent of the Port in each instance. Tenant shall at the time the Tenant requests the consent of the Port, deliver to the Port such information in writing as the Port may reasonably require respecting the proposed assignee, subtenant or licensee including, without limitation, the name, address, nature of business, ownership, financial responsibility and standing of such proposed assignee, subtenant or licensee. Within twenty (20) business days after receipt of all required information, the Port shall, in its sole discretion, elect one of the following: (a) to consent to such proposed assignment, sublease or license or (b) to refuse such consent.

21.1.1 As a condition for the Port's consent to any assignment, encumbrance or sublease, the Port may require that the assignee, sublessee or licensee remit directly to the Port on a monthly basis, all monies due to Tenant by said assignee, sublessee or licensee (except with respect to excess rentals otherwise due Tenant pursuant to Section 21.2). In addition, a condition to the Port's consent to any assignment, sublease or license of this Amended and Restated Agreement or the Premises shall be the delivery to the Port of a true copy of the fully executed instrument of assignment, sublease or license and an agreement executed by the assignee, sublessee or licensee in form and substance satisfactory to the Port and expressly enforceable by the Port, whereby the assignee, sublessee or licensee assumes and agrees to be bound by the

terms and provisions of this Amended and Restated Agreement and perform all the obligations of Tenant hereunder.

21.1.2 In the event of any assignment, Tenant and each respective assignor, waives notice of default by the tenant in possession in the payment and performance of the Rent, covenants and conditions of this Amended and Restated Agreement and consents that the Port may in each and every instance deal with the tenant in possession, grant extensions of time, waive performance of any of the terms, covenants and conditions of this Amended and Restated Agreement and modify the same, and in general deal with the tenant then in possession without notice to or consent of any assignor, including Tenant; and any and all extensions of time, indulgences, dealings, modifications or waivers shall be deemed to be made with the consent of Tenant and of each respective assignor.

21.1.3 Tenant agrees that any sublease or license will contain a provision in substance that if there be any termination whatsoever of this Amended and Restated Agreement then the subtenant or licensee, at the request of the Port, will attorn to the Port and the sublessee or licensee, if the Port so requests, shall continue in effect with the Port, but the Port shall be bound to the subtenant or licensee in such circumstances only by privity of estate. Nothing herein shall be deemed to require the Port to accept such attornment.

21.1.4 No assignment, subletting or license by Tenant shall relieve Tenant of any obligation under this Amended and Restated Agreement, including Tenant's obligation to pay Base Rent, fees or other amount due hereunder. Any purported assignment, subletting or license contrary to the provisions hereof without consent shall be void. The consent by the Port to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

21.1.5 Tenant shall reimburse the Port in the sum of Five Hundred Dollars (\$500.00) plus any reasonable professionals' fees and expenses incurred by the Port in connection with any request by Tenant for consent to an assignment, subletting or license.

21.2 Excess Rental. If in connection with any assignment, sublease or license, Tenant receives rent or other monetary consideration, either initially or over the term of the assignment or sublease, in excess of the Rent called for hereunder, or in case of the sublease of a portion of the Premises, in excess of such Rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder and out-of-pocket expenditures, operating costs or concessions incurred by Tenant in connection with such assignment, sublease or license, are appropriately taken into account, Tenant shall pay to the Port fifty percent (50%) of the excess of each such payment of rent or other consideration received by Tenant after its receipt.

21.3 Scope. The prohibition against assigning or subletting contained in this Article shall be construed to include a prohibition against any assignment or subletting by operation of law. Furthermore, for purposes of this Article, any sale, transfer or other disposition in the aggregate of fifty percent (50%) or more of the equity ownership in Tenant (i.e. stock with

respect to tenant corporation, partnership interests with respect to a tenant partnership, etc.) shall be deemed an assignment. If this Amended and Restated Agreement be assigned, or if the underlying beneficial interest of Tenant is transferred, or if the Premises or any part thereof be sublet or occupied by anybody other than Tenant, the Port may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved and apportion any excess rent so collected in accordance with the terms of Section 21.2, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. No assignment or subletting shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee), and Tenant shall not be released from performing any of the terms, covenants and conditions of this Amended and Restated Agreement.

ARTICLE 22: MISCELLANEOUS

22.1 Notices. All notices required to be given hereunder shall be in writing and shall be delivered personally, by certified or registered mail, return receipt requested, by facsimile or by recognized overnight courier to the appropriate address indicated in ARTICLE 1 hereof or at such other place or places as either the Port or Tenant may, from time to time, respectively, designate in a written notice given to the other. Notices shall be deemed delivered (i) when personally delivered; (ii) on the third day after mailing when sent by certified or registered mail and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing; (iii) on the date transmitted by facsimile, if the facsimile is confirmed received; or (iv) on the first business day after deposit with a recognized overnight courier if deposited in time to permit overnight delivery by such courier as determined by its posted cutoff times for receipt of items for overnight delivery to the recipient.

22.2 Promotion of Port Commerce. Tenant agrees that throughout the term of this Amended and Restated Agreement it will, insofar as practicable, promote and aid the movement of passengers and freight through facilities within the territorial limits of the Port. Tenant further agrees that all incoming shipments of commodities that it may be able to control or direct shall be made through facilities within the territorial limits of the Port if there will be no resulting cost or time disadvantage to Tenant.

22.3 Labor Disputes. Tenant agrees to use its best efforts to avoid disruption to the Port, its tenants or members of the public, arising from labor disputes involving Tenant, and in the event of a strike, picketing, demonstration or other labor difficulty involving Tenant, to use its good offices, including the utilization of available legal remedies, to minimize and/or eliminate any disruption to the Port, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

22.4 Port Management Agreement. As respects any portion of this Amended and Restated Agreement that pertains to Washington State-owned aquatic lands under the Port's management, this Amended and Restated Agreement is specifically subject to the terms and

conditions of the Port Management Agreement dated November 1, 1997 between the Washington State Department of Natural Resources and the Port of Seattle, which Port Management Agreement is hereby incorporated by this reference.

22.5 Non-Discrimination.

22.5.1 Services. Tenant shall not discriminate against any person or persons because of race, sex, age, creed, color, physical disability, HIV infection, veteran's status, marital status, sexual orientation, national origin or any other basis made unlawful (whether on a national, state or local level) during the Term of this Amended and Restated Agreement in furnishing, or by refusing to furnish, to any person in Tenant's Operations.

22.5.2 Employment. Tenant shall conduct its business in a manner that assures fair, equal and nondiscriminatory treatment of all full or part-time employees. Tenant shall not discriminate against any full- or part-time employee on the basis of race, sex, age, creed, color, physical disability, HIV infection, veteran's status, marital status, sexual orientation, national origin or any other basis made unlawful (whether on a national, state or local level) during the term of this Amended and Restated Agreement. Tenant shall actively seek to hire and maintain a diverse work force.

22.6 Successors Bound. This Amended and Restated Agreement and each of its covenants and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective assignees, subject to the provisions hereof. Whenever in this Amended and Restated Agreement a reference is made to the Port, such reference shall be deemed to refer to the person in whom the interest of the Port shall be vested, and the Port shall have no obligation hereunder as to any claim arising after the transfer of its interest in the Premises. Any successor or assignee of the Tenant who accepts an assignment of the benefit of this Amended and Restated Agreement and enters into possession or enjoyment hereunder shall thereby assume and agree to perform and be bound by the covenants and conditions thereof. Nothing herein contained shall be deemed in any manner to give a right of assignment to Tenant without the prior written consent of the Port and otherwise in compliance with ARTICLE 21 hereof.

22.7 Access to Premises. The Port shall have the right to show the Premises at all reasonable times to any prospective purchasers, tenants or mortgagees of the same, and may at any time enter upon the Premises, or any part thereof, for the purpose of ascertaining the condition of the Premises or whether Tenant is observing and performing the obligations assumed by it under this Amended and Restated Agreement, all without hindrance or molestation from the Tenant. The Port shall also have the right to enter upon the Premises for the purpose of making any necessary repairs and performing any work that may be necessary by reason of Tenant's failure to make any such repairs or perform any such work. The above-mentioned rights of entry shall be exercisable upon request made on reasonable advance notice to Tenant (except that no notice shall be required in the event of an emergency) or an authorized employee of Tenant at the Premises, which notice may be given orally.

22.8 Time. Time is of the essence of each of Tenant's obligations hereunder.

22.9 Consent. Whenever the Port's prior consent or approval is required by this Amended and Restated Agreement, the same shall not be unreasonably withheld but may, unless otherwise specifically provided by this Amended and Restated Agreement, be granted or denied in the Port's sole and absolute discretion.

22.10 Attorneys' Fees. In the event either party requires the services of an attorney in connection with enforcing the terms of this Amended and Restated Agreement or in the event suit is brought for the recovery of any Rent or fees due under this Amended and Restated Agreement or the breach of any covenant or condition of this Amended and Restated Agreement, or for the restitution of the Premises to the Port and/or eviction of Tenant during the Term of this Amended and Restated Agreement, or after the expiration thereof, the prevailing party will be entitled to a reasonable sum for attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal.

22.11 Captions and Article Numbers. The captions, article and section numbers and table of contents appearing in this Amended and Restated Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Amended and Restated Agreement nor in any way affect this Amended and Restated Agreement.

22.12 Severability. If any term, covenant, condition or provision of this Amended and Restated Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Amended and Restated Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

22.13 Applicable Law; Waiver of Trial by Jury. This Amended and Restated Agreement, and, the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. In any action on or related to the terms of this Amended and Restated Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

22.14 Submission of Agreement. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of or option for leasing the Premises. This document shall become effective and binding only upon execution and delivery hereof by the Port and Tenant. No act or omission of any officer, employee or agent of the Port or Tenant shall alter, change or modify any of the provisions hereof.

22.15 Entire Agreement; Modification. This Amended and Restated Agreement, including Article 23 below, amends and restates the parties' obligations regarding the Premises under the Agreement and sets forth all covenants, promises, agreements, conditions and understandings between the Port and Tenant concerning the Premises. There are no covenants,

promises, agreements, conditions or understandings, either oral or written, between the Port and Tenant other than as are herein set forth. No subsequent alteration, amendment, change or addition to the Amended and Restated Agreement shall be binding upon the Port or Tenant unless reduced to writing and signed by the Port and Tenant.

22.16 Relationship of the Port and Tenant. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Amended and Restated Agreement nor any acts of Tenant and the Port shall be deemed to create any relationship other than that of Tenant and the Port.

22.17 Exhibits. Exhibits A, B, and C are attached to this Amended and Restated Agreement after the signatures and by this reference incorporated herein.

ARTICLE 23: ADDITIONAL PROVISIONS

23.1 Conditions Precedent. As conditions precedent to the effectiveness of this Amended and Restated Agreement: (i) the Port shall execute a lease or other similar agreement with Norwegian Cruise Line Holdings Ltd. (or its affiliate) under which Norwegian Cruise Line Holdings will assume the management of the Pier 66 Cruise Facility and assume a responsibility to substantially redevelop the Pier 66 Cruise Facility (the “NCLH Lease Agreement”), and (ii) Tenant shall execute an agreement with Norwegian Cruise Line Holdings Ltd. (or its affiliate) for the management of the Pier 66 Cruise Facility for the 2016 cruise season (the “NCLH Management Agreement”). The parties shall each confirm in writing to the other that it has executed its respective agreement with Norwegian Cruise Line Holdings and that such agreement remains in effect as of the Restatement Date. If either of the above conditions precedent is not satisfied on or before the Restatement Date, this Amended and Restated Agreement shall be of no effect and the Agreement shall continue to be effective as if this Amended and Restated Agreement were never executed.

23.2 Termination of the NCLH Lease Agreement. If the NCLH Lease Agreement is terminated by Norwegian Cruise Line Holdings Ltd. (or its affiliate) as a result of its failure to satisfy one or more contingencies on or prior to April 1, 2016, this Amended and Restated Agreement shall automatically terminate and be of no effect and the Agreement shall continue to be effective as if this Amended and Restated Agreement were never executed.

23.3 Payment for Early Termination of Pier 66 Rights. In specific consideration of Tenant agreeing to terminate its rights under the Agreement in relation to the Pier 66 Cruise Facility as of the Restatement Date, the Port agrees to pay to, or cause to be paid to, Tenant the sum of one million dollars and no cents (\$1,000,000.00) no later than October 31, 2016.

23.4 Current Puget Soundkeeper Litigation.

23.4.1 The Port and Tenant acknowledge that they are currently involved in litigation with the Puget Soundkeeper Alliance (“PSA”) related to the Pier 66 Cruise Facility

(Puget Soundkeeper Alliance v. Cruise Terminals of America, 2:14-cv-00476-JCC U.S. District Court for Western Washington) (“PSA Litigation”). The Port and Tenant each deny that they are liable for the claims made by PSA in the PSA Litigation. Without in any manner suggesting that either party may be liable to anyone (including each other) for any claims in connection with the PSA Litigation, the Port and Tenant expressly agree that nothing in this this Amended and Restated Agreement is intended to address or allocate any legal or financial responsibility between the parties as to any liability arising from the PSA Litigation (including liability arising from settlement of the PSA Litigation). The terms of the Agreement will remain applicable and binding on the Tenant and the Port for the purposes of the PSA litigation. The Port and Tenant each agree that, as between them, their respective liabilities, if any, regarding the PSA Litigation shall be determined by reference to the Agreement and existing law and not to this Agreement. The Tenant and the Port affirmatively agree not to use in any manner this Amended and Restated Agreement (but may use the Agreement, as amended through the Second Amendment) or the NCLH Lease Agreement as evidence in the PSA litigation for purposes of attempting to impose or allocate any legal and financial responsibility arising from the PSA litigation to the Tenant, the Port and NCHL.

23.4.2 Each of the Port and Tenant acknowledge that the operation of the Pier 66 Cruise Facility prior to the Restatement Date is subject to the terms and conditions of the Agreement and except as specifically contemplated herein neither the Port nor Tenant waives or extinguishes any rights or obligations under the Agreement with respect to the operation of the Pier 66 Cruise Facility prior to the Restatement Date by entering into this Amended and Restated Agreement; provided, that, notwithstanding anything to the contrary in the Agreement, this Amended and Restated Agreement or otherwise, (i) Tenant shall under no circumstances be responsible for making or in any respect paying for any improvements that may be required to the Pier 66 Cruise Facility after the date hereof, including any improvements required as a result of or arising from the PSA Litigation (“Required Improvements”); (ii) if Tenant is required by court order or otherwise to make any payments in respect of Required Improvements, the Port agrees to promptly reimburse Tenant for such payments; and (iii) Tenant shall have no liability with respect to any Required Improvements.

23.5 Tenant Office Space. The Port recognizes that Tenant’s office space at the Terminal 91 Cruise Facility does not, unlike its office space at the Pier 66 Cruise Facility, have exterior access. Accordingly, the Port agrees that it will, prior to March 31, 2016, install a call button, CCTV camera, and remote-triggered door latch at the visitor/vendor entrance on the northwest side of the Terminal 91 Cruise Facility building. All such improvements will be at the Port’s sole cost and expense. In addition, the Port agrees that it will, on Tenant’s request and at Tenant’s option, make available space in its facilities in the A-500 trailer, Monday through Friday, 10:00 am through 3:00 pm in the 45 days prior to the commencement of the Cruise Season for reasonable operational needs.

ARTICLE 24: SIGNATURES

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

PORT OF SEATTLE

CRUISE TERMINALS OF AMERICA,
LLC

By: _____
Its: _____

By: _____
Its: _____

ARTICLE 25: ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of August 2015, before me, personally appeared _____ to me known to be the _____ 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: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of August 2015, before me, personally appeared _____ to me known to be the _____ of CRUISE TERMINALS OF AMERICA, LLC, a Washington limited liability company, 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

- Excerpts from Port Travel Policies Adapted for Tenant -

OFFICIAL TRAVEL DEFINED: Tenant's officers and employees shall be engaged in official travel on behalf of the Premises when travel is:

1. Connected with calling upon customers or potential customers of the Premises for the purpose of promoting and selling the Premises and its services.
2. Required for the purpose of meeting with, negotiating or consulting with others for the purpose of carrying out Tenant's Operations directly relating to the Premises.
3. Connected with attendance at meetings of organizations in which Tenant holds memberships, or to which Tenant is officially affiliated for purposes of education, research, promotion or joint action, so long as the meeting is attended for a legitimate business purpose directly relating to the Premises and the representative attending on behalf of Tenant is an appropriate representative.

TRAVEL EXPENSES: Travel expenses shall be defined to include the following items:

1. Transportation via motor vehicle; private automobiles; public transportation (airline, railroad, busline, or waterborne); taxicab, limousine; rented vehicle; or other appropriate means of transportation.

- a. Automobile Reimbursement: When private vehicles are used, the CHI representative shall be reimbursed at a rate which the Internal Revenue Service recognizes as meeting the requirement for accounting to employers, except as may be modified by paragraph b. of this subsection.

- b. Air Class: Authorized air travel arrangements will be at coach class or equivalent, except Tenant may change passenger class to business or first class or equivalent (and have the increased travel expense considered an Allowable Expense) under the following conditions

- 1) Flights in excess of seven hours of flying time;
 - 2) When it is essential that the Tenant representative conduct business enroute with a customer who is ticketed in a class other than coach;
 - 3) When time is of the essence and no coach class or equivalent rate or space is available or when a special condition or circumstance exists such as a physical condition, security, or carry-on requirements (packages or equipment) which cannot be accommodated by coach class travel. Attempts should be made

to fly at the most economical class whenever possible except as otherwise provide above.

2. Lodging includes hotel, motel or similar accommodations as may be required.
3. Subsistence includes charges for all meals required when traveling. The costs of a meal may include payment for table service, commonly referred to as a gratuity, not to exceed 15% of the price of the meal.
4. Miscellaneous and general expenses connected with traveling may include, but are not limited to, the costs of attending regular meetings of official groups in which Tenant holds memberships or is otherwise officially affiliated, reasonable telephone and telegraph services, registration fees, baggage and luggage handling charges, printed materials, laundry and dry cleaning, parking fees, tolls, stenographic, secretarial and other charges permitted by law. In order for these and other expenses to be considered Allowable Expenses under the Amended and Restated Agreement, the travel must be related to the operation or promotion of the Premises. Receipts may be required for items in this category.

EXHIBIT B

- Legal Description of Terminal 91 Lease Area -

EXHIBIT C

- Legal Description of Terminal 91 Preferential Use Area –