

FIRST AMENDMENT TO LEASE AND CONCESSION AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND CONCESSION AGREEMENT (hereinafter referred to as the “First Amendment”) is made as of this ____ day of December 2016, by and between the PORT OF SEATTLE, a Washington municipal corporation as Lessor, (hereinafter referred to as “the Port”), and Fruit & Flower LLC doing business as Floret, a Washington corporation, (hereinafter referred to as “Concessionaire”).

WHEREAS, the Port and Concessionaire entered into that certain Lease and Concession Agreement dated September 23, 2016 (“Lease”) for operation of certain food and beverage concessions at the Airport; and

WHEREAS, the Port and Concessionaire have agreed to further amend the Lease to incorporate revised square footage under the terms of the Lease; and

WHEREAS, the Port and Concessionaire have agreed to extend the build-out deadline expiration of the Lease, as a result of additional design necessary due to an increase in the Premises area;

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

1. Premises. The Premises under the terms of the Lease is revised to reflect approximately 2,072 square feet, incorporating additional shell square footage.
2. Build-out Deadline. The Build-Out Deadline, as identified in the Key Lease Terms of the Lease, is revised to September 5, 2017.
3. Lease Expiration. The Expiration Date, as identified in the Key Lease Terms of the Lease, is revised to October 11, 2027.
4. Exhibits. Exhibit B of the Lease is replaced with a revised Exhibit B, which is attached to this First Amendment after the signatures and is expressly incorporated herein.
5. Other Terms Unaffected. Except as expressly set forth in this First Amendment, all other provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the day and year first above written.

Fruit & Flower, LLC dba Floret
A Washington corporation

By: _____
Its: _____

PORT OF SEATTLE
A Washington municipal corporation

By: _____
Its: _____

(ACKNOWLEDGMENT FOR CONCESSIONAIRE)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2016, before me, personally appeared _____ to me known to be the _____ of _____, a _____ corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the
State of _____
Residing at: _____
My commission expires: _____

(ACKNOWLEDGMENT FOR THE PORT)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2016, before me, personally appeared _____ to me known to be the _____ of the PORT OF SEATTLE, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the
State of _____
Residing at: _____
My commission expires: _____