

SIXTH AMENDMENT TO LEASE
BETWEEN
PORT OF SEATTLE
AND
CRUISE TERMINALS OF AMERICA, LLC

THIS SIXTH AMENDMENT TO CRUISE FACILITY LEASE AGREEMENT is made as of _____, 20____, by and between the PORT OF SEATTLE, a Washington municipal corporation (“the Port”) and CRUISE TERMINALS OF AMERICA, LLC, a Washington limited liability company (“Tenant”).

WHEREAS, the parties entered into a Cruise Facility Lease Agreement dated December 21, 2005, which was subsequently amended by the First Amendment dated May 17, 2006, the Second Amendment dated September 24, 2012, the Third Amendment entitled Amended and Restated Cruise Facility Lease Agreement dated August 12, 2015, the Fourth Amendment dated October 22, 2019, and the Fifth Amendment dated November 2, 2021 (together the “Agreement”); and

WHEREAS, the parties now wish to further revise the Agreement as previously amended, by extending the term and making further changes as described below.

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

1. Section 3.1 is deleted in its entirety and replaced with the following:

Term. The Term of this Amended and Restated Agreement shall continue from the Restatement Date until ten (10) days after the last scheduled ship in 2023, or November 30, 2023, whichever is earlier. Subject to the Port’s sole consent and if Tenant is in compliance with the terms and conditions of this Lease, Tenant has the option to request up to two (2) extensions of the Lease term for two (2) additional one (1) year option terms. In the event Tenant wishes to extend the Lease term, Tenant shall provide the Port with written notice of Tenant’s request to exercise such option no more than one year and no less than two hundred forty (240) days prior to the expiration of the Agreement term. No later than sixty (60) days after receipt of Tenant’s notice, the Port, in its sole discretion, may provide Tenant with written confirmation of the Port’s consent to the extension. The Port’s failure to provide Tenant with such written notice within the stated sixty (60) day period shall constitute the Port’s refusal to consent to the extension.

2. Except as expressly amended herein, all provisions of the Agreement (as previously amended) shall remain in full force and effect.

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

LANDLORD
PORT OF SEATTLE
a municipal corporation

TENANT
CRUISE TERMINALS OF AMERICA,
LLC

By _____
Its _____

By _____
Its _____

Notary to Sixth Amendment to Lease

with Cruise Terminals of America.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of the PORT OF SEATTLE, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

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

(Signature)

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

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of the _____, the individual/entity that executed the within and foregoing instrument as Tenant, and acknowledged said instrument to be the free and voluntary act and deed of said individual/entity, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

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

(Signature)

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