

RENTAL CAR LEASE AND CONCESSION AGREEMENT

AT

SEATTLE-TACOMA INTERNATIONAL AIRPORT

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RENTAL CAR LEASE AND CONCESSION AGREEMENT

THIS RENTAL CAR LEASE AND CONCESSION AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2004 by and between the PORT OF SEATTLE, a Washington municipal corporation, and _____, a _____ corporation.

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

ARTICLE I: 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 the Agreement.

1.1 Affiliate. "Affiliate" shall mean and refer to any Person, directly or indirectly controlling or controlled by, or under direct or indirect common control with, another Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

1.2 Agreement. "Agreement" shall mean and refer to this agreement, together with the Exhibits and all agreements supplemental to or modifying this agreement, whether made contemporaneously herewith or subsequent hereto.

1.3 Agreement Year. "Agreement Year" shall mean and refer to each successive year during the Term of this Agreement, beginning with the first day of the first full month to begin after the Commencement Date.

1.4 Airport. "Airport" shall mean the Seattle-Tacoma International Airport, a legal description of which is attached as **Exhibit A**.

1.5 Airport Customer. "Airport Customer" shall mean: (i) any person who comes to the Airport by any means of transportation and enters into a motor vehicle rental agreement with Concessionaire at Concessionaire's Rental Car Concession; and (ii) any person who flies into the Airport and within twelve (12) hours thereafter, enters into a motor vehicle rental agreement with Concessionaire at any of Concessionaire's rental car operations located within a three (3) mile radius of the Airport's boundary line. The following are excluded from the definition of "Airport Customer": (i) any person who flies into the Airport and enters into a motor vehicle rental agreement with Concessionaire at any of Concessionaire's rental car operations located outside a three (3) mile

radius from the Airport's boundary line, (ii) any person who flies into the Airport and enters into a motor vehicle rental agreement with Concessionaire at any of Concessionaire's rental car operations located inside a three (3) mile radius of the Airport's boundary line if the rental is more than twelve (12) hours after flying into the Airport; and (iii) any person who does not arrive through the Airport and enters into a motor vehicle rental agreement with Concessionaire at any of Concessionaire's rental car operations outside the Airport's boundary line.

1.6 Alteration. "Alteration" shall have the meaning set forth in Section 13.1 below.

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 Baggage Claim Area. "Baggage Claim Area" shall mean and refer to certain space, as more particularly identified as part of the Premises, located on the baggage claim level of the Main Terminal of the Airport.

1.9 Best Management Practices. "Best Management Practices" shall include those environmental or operational standards or guidelines specifying common and accepted practices appropriate for the types of businesses Concessionaire, its contractors, agents or vendors engage in on the Premises or such standards or guidelines as have been articulated by pertinent trade associations, professional associations or regulatory agencies, including Best Management Practices developed by the Port in cooperation with its tenants, including Concessionaire.

1.10 Commencement Date. "Commencement Date" shall mean and refer to November 1, 2004.

1.11 Common Area. "Common Area" shall mean and refer to those portions of the Lobby Area, RRSS Space and QTA Space designated as such on Exhibits C-2, C-3, C-4 and C-5. Common Area shall also extend to, and include, any guard booths or other facilities for the benefit of the Full Service Rental Car Concessionaires, regardless of whether such are reflected on Exhibits C-2, C-3, C-4 and C-5.

1.12 Concession Fees. "Concession Fees" shall mean and refer collectively to sums denominated as Minimum Annual Guarantee and Percentage Fees.

1.13 Concessionaire. "Concessionaire" shall mean the company that executes the Lease & Concession Agreement.

1.14 Consumer Price Index. "Consumer Price Index" shall mean and refer to the Consumer Price Index – All Urban Consumers (All Items) for the Seattle-Tacoma-Bremerton Area. If at any time prior to the expiration or earlier termination of this Agreement, the Consumer Price Index – All Urban Consumers (All Items) for the Seattle-Tacoma-Bremerton Area is no longer published, the parties shall use such substituted index as is then generally recognized and accepted for similar determinations of purchasing power.

1.15 Days. "Days" shall, unless otherwise specified, mean and refer to calendar days, not business days.

1.16 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.

1.17 Disadvantaged Business Enterprise. "Disadvantaged Business Enterprise" and "DBE" shall mean, a business, whether it is a corporation, sole proprietorship, partnership or joint venture certified as a DBE by the State of Washington, of which at least fifty-one percent (51%) of the interest is owned and controlled by one or more socially and economically disadvantaged individuals as defined in the Airport and Airways Safety and Capacity Expansion Act of 1987 and the regulations promulgated pursuant hereto at 49 CFR Part 23.

1.18 Enplaned Passenger. "Enplaned Passenger" shall mean all those passengers boarding flights at the Airport from scheduled or chartered flights, whether domestic or international, including non-revenue passengers (but excluding airline crew for the flight), and including those passengers connecting from arriving flights of same or another airline.

1.19 Environmental Audit. "Environmental Audit" means an environmental compliance audit consistent with any applicable or relevant and appropriate assessment or auditing standards, including, but not limited to American Society for Testing and Materials Standard E2107-00 *Standard Practice for Environmental Regulatory Compliance Audits*.

1.20 Environmental Covenants. "Environmental Covenants" shall have the meaning set forth in Section 19.5 below.

1.21 Environmental Evaluation. "Environmental Evaluation" shall mean that limited review of higher-risk operational environmental practices of the Incumbent Companies conducted on behalf of the Port prior to the Commencement Date of the Lease.

1.22 Environmental Laws. "Environmental Laws" shall mean and refer to any and all Legal Requirements relating to the protection of human health and the environment. Without limiting the generality of the foregoing, Environmental Laws specifically include all legal requirements applicable to underground storage tanks and tanks systems including those found in Washington Administrative Code 173-340 and 173-360.

1.23 Event of Default. "Event of Default" shall have the meaning set forth in Section 23.1 below.

1.24 Exclusive Use Premises. "Exclusive Use Premises" shall mean and refer to those areas indicated on **Exhibit B** and depicted on **Exhibits C-1, C-2, C-3, C-4 and C-5.**

1.25 Financial Assurance. "Financial Assurance" shall have the meaning set forth in Section 19.5 below.

1.26 Full Service Rental Car Concession. "Full Service Rental Car Concession" shall mean and refer to a Rental Car Concession granted under this Agreement, where Concessionaire is authorized to operate from, and leases from the Port, certain: (i) Baggage Claim Area, (ii) Lobby Area, (ii) RRSS Space, and (iv) QTA Space.

1.27 Gross Revenues. "Gross Revenues" shall mean and refer to all consideration of any kind – whether cash, credit or in kind – received, derived and/or billed by the Concessionaire for: (a) all charges, including, but not limited to, time and mileage charges and separately stated fees for rental of vehicles and other related or incidental services or merchandise, and any other items or services, made at or from Concessionaire's Rental Car Concession, regardless of where the vehicles or services are delivered to or returned; (b) all amounts charged to the customer for insurance offered by Concessionaire incidental to the rental of such vehicles, including but not limited to personal accident insurance; (c) all charges attributable to any vehicle originally rented at Concessionaire's Rental Car Concession which is exchanged at any other location; (d) all proceeds from the long-term lease of vehicles from Concessionaire's Rental Car Concession; (e) all amounts charged to Concessionaire's customers and which are separately stated on the rental agreement as an optional charge for waiver by Concessionaire of its right to recover from customer for damage to or loss of the vehicle rented; (f) all amounts charged by Concessionaire for items of personal property (including, but not limited to, mobile phones, child seats, ski racks, etc.), (g) all amounts charged to Concessionaire's customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/ or replacing fuel provided by Concessionaire; (h) all monies, fees, or other consideration received from airlines, travel agents or other consolidators/organizers as part of any package and/or promotion that features Concessionaire's services, fees or rates as part of a package, (i) intercity or drop charges, and (j) all amounts charged by Concessionaire for the Recovery Fee.

Gross Revenues shall, however, exclude: (a) any federal, state, county or city sales or other similar taxes or surcharges separately stated to and collected from customer of Concessionaire and paid in full by Concessionaire to the taxing authority; (b) any amounts received as insurance proceeds or otherwise for damage to vehicles or other property of Concessionaire, or for loss, conversion or abandonment of such vehicles; (c) revenue from the wholesale transfer of salvage vehicles; (d) all non-revenue rentals to employees of Concessionaire; and (e) fees paid to other governmental agencies, excluding the Port, relating to transactions at the Airport.

"Gross Revenues" shall generally be determined by the total of charges on the face of an Airport Customer's receipt, less any charges excluded in the definition of Gross Revenues.

1.28 Hazardous Substance. "Hazardous Substance" shall mean and refer to any hazardous or toxic substance, material or waste, including, but not limited to: (i) those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101), (ii) those substances, materials, and wastes listed by the United States Environmental Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), (iii) those substances, materials, and wastes listed by the Washington State Department of Ecology as hazardous substances (Washington Administrative Code 173-340), (iv) petroleum products and their derivatives, and (v) such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any Environmental Laws.

1.29 Incumbent Company. "Incumbent Company" shall mean and refer to a rental car company that is party to a Rental Car Lease and Concession Agreement for operation of a Full Service Rental Car Concession for a period prior to this Agreement Term. "Incumbent Company" specifically includes any Affiliate of, or successor-in-interest to any Incumbent Company, whether by virtue of sale, exchange, merger, consolidation, stock purchase, or asset purchase (specifically including pursuant to any order of any court of competent jurisdiction). Incumbent Company shall not, however, refer to a Concessionaire who not otherwise qualifying as an Incumbent Company merely purchases the UST Facility of an Incumbent Company pursuant to Section 19.3.1.

1.30 Initial Assessment. "Initial Assessment" shall mean and refer to the report authored by The RETEC Group, Inc. entitled Letter-Report, Phase II Assessment Activities, Rental Car Quick Turnaround Area (QTA), Seattle Tacoma International Airport, SeaTac, WA., and dated 2004 which sets forth the result of an evaluation undertaken by the Incumbent Companies, in consultation with the Port, of the nature and extent of petroleum products and associated other Hazardous Substances in soil and groundwater within and about the QTA and areas adjacent thereto. The Initial Assessment is hereby incorporated into this Agreement by reference.

1.31 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 this Agreement.

1.32 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 or any Alteration, the ownership of which is retained by the Port.

1.33 Limited Service Rental Car Concession. "Limited Service Rental Car Concession" shall mean and refer to a Rental Car Concession granted under this Agreement, where

Concessionaire is authorized to operate from, and leases from the Port, only certain Baggage Claim Areas.

1.34 Lobby Area. "Lobby Area" shall mean and refer to certain counter and back office space, as more particularly identified as part of the Premises, located in the rental car lobby located on the first floor of the Airport parking garage.

1.35 Minimum Annual Guarantee. "Minimum Annual Guarantee" shall have the meaning set forth in Section 5.1.1 below.

1.36 Notice of Default. "Notice of Default" shall mean and refer to written notice of any Event of Default to Concessionaire. 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.

1.37 Percentage Fee. "Percentage Fee" shall have the meaning set forth in Section 5.2 below.

1.38 Person. "Person" shall mean and refer to an individual, partnership, corporation, company, limited liability company, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

1.39 Port. "Port" or "the Port" shall mean and refer to the Port of Seattle.

1.40 Port Improvements. "Port Improvements" shall have the meaning set forth in Section 12.1 below.

1.41 Port Standards. "Port Standards" shall mean the Sea-Tac Rules and Regulations, the Regulations for Airport Construction, the Tenant Design and Construction Process Manual (also known as, and referred to herein, as the "Tenant Roadmap"), the CAD Standards Manual, the Concession Design Standards, the Port's mechanical, electrical, water and waste, and industrial waste and storm drainage standards and any other, similar document establishing requirements and/or standards for design and construction at the Airport.

1.42 Pre-Agreement Audit. "Pre-Agreement Audit" shall have the meaning set forth in Section 19.3.6.1 below.

1.43 Pre-Existing Condition. "Pre-Existing Condition" shall mean and refer to all Hazardous Substances associated with rental car operations and located on, in, under, and about the QTA and areas adjacent thereto as of the Commencement Date. Both Concessionaire and the Port acknowledge and agree that the Initial Assessment identifies the nature and provides information regarding the extent of the Pre-Existing Condition and that the information in the Initial Assessment shall be used as a baseline to assist in the determination of future environmental liability among Concessionaire and the Port. The Port and Concessionaire further acknowledge and agree that the Pre-Existing Condition shall be adjusted over the Term of this Agreement to account for any reduction in the mass or dimensions of the Hazardous Substances described in the Initial Assessment as a result of removal and/or remediation.

1.44 Premises. "Premises" shall mean and refer to the Exclusive Use Premises together with the Common Area.

1.45 QTA. "QTA" shall mean and refer to the Quick Turnaround Area located north of the existing Airport parking garage and utilized by Full Service Rental Car Concessionaires for purposes of car washing, cleaning and fueling activities.

1.46 QTA Space. "QTA Space" shall mean and refer to certain space, as more particularly identified as part of the Premises, located within the QTA and to be used for the maintenance of equipment for, and the performance of, car washing, cleaning and fueling activities associated with the Rental Car Concession.

1.47 Recovery Fee. "Recovery Fee" shall have the meaning set forth in Section 5.2.4 below.

1.48 Rental Car Concession. "Rental Car Concession" shall mean and refer to the right to operate a rental car concession at the Airport on a nonexclusive basis for the purpose of arranging rental car services for the benefit of Airport Customers where such rental car service is furnished by or on behalf of Concessionaire.

1.49 RFQ. "RFQ" shall mean and refer to the Port's Request for Qualification for Rental Car Concessions dated May 12, 2004, together with Concessionaire's response thereto. Concessionaire's response specifically includes both its statement of qualifications as well as its Minimum Annual Guarantee bid.

1.50 RRSS Space. "RRSS Space" shall mean and refer to certain ready space, return space, storage space and/or stacking space, as more particularly identified as part of the Premises, located on the first and second floors of the Airport parking garage. RRSS Space consists of: (i) First Floor - Ready/Return Area, (ii) First Floor - Clean Car Stacking, (iii) First Floor - Dirty Car Stacking, (iv) First Floor - Storage, (v) Second Floor - Return Area, (vi) Second Floor - Clean Car Stacking, and (vii) Second Floor - Storage.

1.51 Security. "Security" shall have the meaning set forth in Section 8.1 below.

1.52 Space Rent. "Space Rent" shall have the meaning set forth in Section 4.1 below.

1.53 Stormwater Pollution Prevention Plan. A written plan required by Environmental Law, or if not required by Environmental Law, an equivalent plan required by the Port for the QTA, prepared by the Concessionaire, that describes the QTA facilities (including, but not limited to, the UST facilities) and the management, training, operational, and monitoring activities and requirements in place to prevent releases of Hazardous substances or other deleterious materials (e.g., TSS) from, or in connection with, the QTA; control and remediate spills or releases; and meet other environmental permit requirements related to releases from, or in connection with, the QTA

1.54 Term. "Term" shall have the meaning set forth in Section 3.1 below.

1.55 UST Facility. "UST Facility" shall mean and refer to underground storage tanks, underground piping, related underground and aboveground structures and equipment, including without limitation tank fill ports, fuel dispensers, spill containment structures, oil-water separators, storm water management systems, required network of monitoring wells, and the surrounding areas used in connection with the operation, including without limitation areas of Hazardous Substance transfer, dispensing, and containment systems.

ARTICLE 2: GRANT OF CONCESSION; PREMISES

2.1 Grant of Concession. The Port hereby awards and grants to Concessionaire, and Concessionaire hereby accepts, the right to operate a **Full Service** Rental Car Concession at the Airport on a nonexclusive basis for the purpose of arranging rental car and related services for Airport Customers where such services are furnished by or on behalf of Concessionaire. The concession rights and privileges granted and awarded to Concessionaire are expressly made subject to all of the terms, covenants and conditions of this Agreement. Concessionaire specifically acknowledges and understands that the Port intends to grant to up to a maximum of five (5) Full Service Rental Car Concessions and up to a maximum of four (4) Limited Service Rental Car Concessions, on substantially the same terms and conditions as are contained herein. The award of concession rights and privileges to such other rental car operators shall not constitute a violation of this Agreement, nor, in the event of the cessation or termination of such other Rental Car Concessions during the term hereof, shall the award of concession rights and privileges to a substitute or successor rental car operator constitute a violation hereof, provided, that taking into account all of the then existing circumstances, the successor operator is not granted concession rights and privileges which, taken as a whole, are on terms and conditions which are substantially more favorable than the terms and conditions of this Agreement.

2.2 Grant of Lease and Additional Rights to Concessionaire. Subject to all of the terms, covenants and conditions contained in this Agreement, the Port hereby grants to Concessionaire, and Concessionaire hereby accepts, the following rights:

2.2.1 *Lease.* The Port hereby leases to Concessionaire the Exclusive Use Premises for the Term. The Exclusive Use Premises are subject to reallocation as set forth in ARTICLE 11.

2.2.2 *Use of Common Area.* The Port also grants to each Full Service Rental Car Concessionaire the right, in common with the other Full Service Rental Car Concessionaires, to make use of, manage and occupy the Common Area for the Term.

2.2.3 *Ingress/Egress.* The Port also grants to Concessionaire a license for reasonable ingress and egress from and to the Premises through established public areas of the Airport and on established roadways and sidewalks at the Airport for the Term; *provided* the Port may at any time relocate, reconstruct or modify the location of such ingress and egress in its sole discretion without recourse by Concessionaire; and *further provided* that such right shall not be exercised in such a manner and to such extent as to impede or interfere unduly with the operation of the Airport by the Port, its tenants or authorized occupants.

2.2.4 *Shared Bays.* Notwithstanding Section 2.2.1, in the event that Concessionaire is allocated a portion of a structural bay within the RRSS Space (and thus shares the structural bay with another Full Service Rental Car Concessionaire), Concessionaire shall, together with the other Full Service Rental Car Concessionaire sharing the structural bay, have a shared right of ingress and egress from its Premises within that structural bay over the established drive aisles within that structural bay. Concessionaire shall make no use of its Premises within the shared structural bay inconsistent with the shared right of ingress and egress set forth in this Section 2.2.4.

2.3 Possession. If the Port shall be unable for any reason to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the Agreement, the Port shall not be liable for any damage caused thereby to Concessionaire, nor shall this Agreement thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Concessionaire shall not be liable for any rent until such time as the Port can deliver possession. If Concessionaire shall, in the interim, take possession of any portion of the Premises, Concessionaire shall pay as rent the full rent specified herein reduced pro rata for the portion of the Premises not available for possession by Concessionaire. If the Port shall be unable to deliver possession of the Premises at the commencement of the Term, Concessionaire shall have the option to terminate this Agreement upon at least thirty (30) days prior written notice, unless the Port shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Concessionaire shall, with the Port's consent, take possession of all or any part of the Premises prior to the commencement of the term of this Agreement, all of the terms and conditions of this Agreement shall immediately become applicable.

2.4 Condition and Use of Premises. Concessionaire is fully familiar with the physical condition of the Premises, has received the same in good order and condition, accepts them (subject to, to the extent applicable to Concessionaire, Section 19.2 of this Agreement relating to the Pre-Existing Condition) in their present condition and agrees to make any changes in the Premises necessary to conform to any Legal Requirement applicable to Concessionaire's use of the Premises. Concessionaire may use the Premises for the uses set forth in ARTICLE 9 hereof so long as such uses are in conformity with all Legal Requirements and Port Standards affecting the Premises, and Concessionaire 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.

ARTICLE 3: TERM

3.1 Term. The Term of this Agreement shall commence on the Commencement Date and, unless earlier terminated pursuant to any provision, shall extend for a period of five (5) years from the Commencement Date.

ARTICLE 4: RENT

4.1 Space Rent. Concessionaire shall pay to the Port space rent ("Space Rent") for the Premises at the rates stated below ("Space Rent"). Space Rent shall be paid in advance on or before the first day of each and every month during the Term, as shown on **Schedule A**, without any prior demand therefore and without any abatement, deduction or setoff whatsoever. The rates for Space Rent, which shall not be subject to adjustment during the Term, are as follows:

Premises	Method of Measurement	Annual Space Rent
Baggage Claim Area	Measured area of the Exclusive Use Premises.	\$109.75 / s.f.
Lobby Area	Measured area of Exclusive Use Premises including a proportional share of the Common Area.	\$25.00 / s.f.
RRSS Space	Measured area of Exclusive Use Premises including a proportional share of the Common Area; the calculation may be performed separately for each of the discrete areas of the RRSS Space.	\$6.05 / s.f.
QTA Space	Measured area of Exclusive Use Premises including a proportional share of the Common Area.	\$4.05 / s.f.

4.2 Contract Rent. The Port and Concessionaire agree that the Space Rent paid to the Port shall be the contract rent for the Premises. The Concession Fees payable under ARTICLE 5 of this Agreement shall be consideration for the concession rights granted under this Agreement.

ARTICLE 5: CONCESSION FEES

5.1 Concession Fees. Concessionaire shall pay to the Port, for the concession rights and privileges granted herein, the following:

5.1.1 Minimum Annual Guarantee.

5.1.1.1 *First Agreement Year.* For the first Agreement Year, the Minimum Annual Guarantee shall be _____ cents (\$_____).

5.1.1.2 *Second and Subsequent Agreement Years.* For the second and each subsequent Agreement Year, the Minimum Annual Guarantee shall be an amount equal to eighty percent (80%) of the total amount (whether by Minimum Annual Guarantee or Percentage Fees) paid or payable by Concessionaire to the Port for the previous Agreement Year or the Minimum Annual Guarantee for the first Agreement Year set forth in Section 5.1.1.1, whichever is greater.

5.1.1.3 *Payment.* The Minimum Annual Guarantee amount shall be divided into equal monthly payments and shall be paid in advance on or before the first day of each and every month during the Term without any prior demand therefore and without any abatement, deduction or setoff whatsoever.

5.1.1.4 *Relief for Exceptional Circumstances.* In the event that the total number of Enplaned Passengers for any month decreases by more than twenty percent (20%) from the same month of the prior year, then: (a) the Minimum Annual Guarantee payment due for the next month (or such later month immediately following the date on which the number of Enplaned Passengers can reasonably be determined) shall automatically be adjusted downward by the percentage decrease in the number of Enplaned Passengers for the month experiencing the decrease, and (b) the Minimum Annual Guarantee for the Agreement Year in which the reduced monthly payment amount falls shall also be reduced by a like dollar amount. For example, if the number of Enplaned Passengers for the month of July 2007 declined by 25% over the number of Enplaned Passengers for the month of July 2006, then the Port will: (a) reduce the Minimum Annual Guarantee amount payable for the month of August 2007 by 25%, and (b) reduce the Minimum Annual Guarantee for the Agreement Year in which August 2007 falls by a like dollar amount.

5.2 Percentage Fees. Concessionaire shall also pay the Port a percentage fee ("Percentage Fee") equal to ten percent (10%) of Gross Revenues. Concessionaire shall pay the Percentage Fee to the extent the Percentage Fee is higher than the monthly payment of the Minimum Annual Guarantee paid to the Port pursuant to Section 5.1.1.

5.2.1 *Revenue Reports; Remittance.* On or before the twentieth (20th) day of each month, Concessionaire shall submit to the Port a detailed statement showing the Gross Revenue generated from the concession during the preceding month and shall simultaneously pay to the Port the Percentage Fee (if any) due for that preceding month less the monthly payment of Minimum Annual Guarantee already paid by the Concessionaire for that month. The reports shall show such reasonable detail and breakdown as may be required by the Port. A copy of the current report form required by the Port is attached hereto as **Exhibit H**.

5.2.2 *Annual Report.* Concessionaire shall submit, for the approval of the Port, an "Annual Report" for each Agreement Year during the Term of this Agreement. Such Annual Report shall be submitted no later than ninety (90) calendar days following the last day of each Agreement Year. Concessionaire shall bear the entire cost of preparing and providing such reports. The Annual Report shall be prepared by Concessionaire and signed by its chief financial officer, or their designee, attesting to the amounts shown. The Annual Report shall also be audited by an independent certified public accounting firm in accordance with generally accepted auditing standards ("GAAS"), with a copy of the independent certified public accounting firm's audit report sent to the Port stating that in its professional opinion, based on the audit, the Concession Fees paid by the Concessionaire during the previous Agreement Year were properly calculated and paid in accordance with the terms and conditions of the Agreement. The Annual Report shall contain at a minimum and in detail satisfactory to the Port a complete, itemized statement of Concessionaire's: (a) total Gross Revenues broken out monthly, as shown on the books and records of Concessionaire, that were used to compute the Concession Fee during the period covered by the Annual Report; (b) the total Concession Fees paid; and (c) a statement whether or not the Concession Fees paid by Concessionaire during the preceding Agreement Year was properly calculated and paid in accordance with the terms and conditions of this Agreement. In addition to this report, the Port shall have the right to request a reasonable number of rental transaction agreements for the preceding Agreement Year as it deems appropriate and Concessionaire shall provide such agreements together with all backup to such agreements to demonstrate calculation and remittance of funds to the satisfaction of the Port. This provision shall survive the expiration or early termination of this Agreement.

5.2.3 *Annual Reconciliation.* The Port shall, within sixty (60) days following Concessionaire's delivery of the Annual Report, reconcile the Minimum Annual Guarantee and Percentage Fees paid by Concessionaire for the previous Agreement Year. To the extent that Concessionaire made any overpayment to the Port, the Port may apply such amount to any unpaid Space Rent, Concession Fees or other lease default as if such sum were additional Security, or if there is no such unpaid Space Rent, Concession Fees or other lease default, shall issue Concessionaire a credit against future amounts of Minimum Annual Guarantee and Percentage Fees due to the Port (or, following the expiration or earlier termination of this Agreement, shall issue Concessionaire a refund of the amount of such overpayment).

5.2.4 *Recovery of Percentage Fee.* Concessionaire acknowledges that Percentage Fee payments by Concessionaire to the Port under this Agreement are for Concessionaire's privilege to use the Airport facilities and access the Airport market and are not fees imposed by the Port upon Concessionaire's customers. The Port does not require, but will not prohibit, a separate statement of and charge for the Percentage Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Port in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other Concessionaire charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than eleven and one-tenths percent (11.1%) of Gross Revenues, specifically excluding from Gross Revenues for purposes of this calculation the Recovery Fee; (d) Concessionaire shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that the Port is requiring the pass through of such fee; (e) Concessionaire shall comply with all applicable laws, including Federal Trade Commission requirements, the Washington State Consumer Protection Act and any commitment to or contractual obligation by Concessionaire with the Attorney General of Washington or any group of State Attorneys General.

5.25 Customer Facility Charge ("CFC")

- A. Concessionaire shall collect a daily CFC on all vehicle rental transactions originating at the Airport. Collection of the CFC will begin on the date identified by the Port. The Port will give Concessionaires at least ninety (90) days prior written notification that collection of the CFC will commence and the dollar amount of the CFC. The CFC shall be identified on a separate line below the sales tax line on the customer's rental contract, in the amount established from time to time by the Port, and shall be described as the "Customer Facility Charge" or "CFC". Each Concessionaire must collect the CFC at the time the first payment is made under a Rental Car Contract, and must remit the full amount of the CFC to the Port regardless of whether or not the full amount of such CFC is actually collected by the Concessionaire from the person who rented the Automobile under such Rental Car Contract.
- B. Concessionaire agrees that the CFC is not income, revenue or any other asset of Concessionaire; that Concessionaire has no ownership or property interest in such CFCs; and that Concessionaire hereby waives any claim to a possessory or ownership interest in the CFCs. Concessionaire agrees that it holds such CFCs in trust for the benefit of the Port, and that the Port (or a trustee on its behalf) has complete possessory and ownership rights to such CFCs.

ARTICLE 6: REMITTANCE; LATE PAYMENT

6.1 Remittance Address. Any and all payments due to the Port by Concessionaire shall be remitted to the following address: Port of Seattle, P. O. Box 34249, Seattle, WA 98124-1249, or at such other place as the Port may direct in writing.

6.2 Late Payment. If any payment of Space Rent, Concession Fees or other sum or charge otherwise payable by Concessionaire is not received by the Port within ten (10) days of when due, Concessionaire shall pay to the Port a late payment charge equal to five percent (5%) of the amount of such delinquent payment in addition to the installment of Space Rent, Concession Fees or other sum or charge otherwise payable by Concessionaire then owing, regardless of whether or not a Notice of Default has been given by the Port. In addition, if such delinquent payment of Space Rent, Concession Fees or other sum or charge otherwise payable by Concessionaire and late charge are not received within fifteen (15) days of when such delinquent payment was originally due, Concessionaire shall further pay interest on such delinquent payment and late charge thereafter at the Default Rate. The Port and Concessionaire recognize that the damages which the Port will suffer as a result of Concessionaire's failure to timely pay Space Rent, Concession Fees or other sum or charge otherwise payable by Concessionaire 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 Concessionaire's late payment. This provision shall not relieve Concessionaire from payment of Space Rent, Concession Fees or other sum or charge otherwise payable by Concessionaire 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 Concessionaire'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 7: ACCOUNTING PROCEDURES; AUDIT

7.1 Accounting Procedures. Concessionaire covenants and agrees that it will establish and maintain an accounting system (specifically including all books of account and records customarily used in the type of operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise satisfactory to the Port for the determination of any Concession Fees or other computations, or both, which may be necessary or essential in carrying out the terms of this Agreement. Concessionaire shall maintain its records relating to the operation permitted by this Agreement for a period of at least three (3) years after the end of each Agreement Year (or until the close of any ongoing audit thereof being conducted by, or on behalf of, the Port); provided, however, that the Port may request that any such records be retained for a longer period of time, in which case Concessionaire, at its option, may deliver such records into the custody of the Port.

7.2 Audit.

7.2.1 A representative designated by the Port shall be allowed to inspect and audit Concessionaire's books of accounts and records with reference to the determination of any matters relevant to this Agreement at all reasonable times. The cost of such audit shall be borne by the Port unless the results of such audit reveal a discrepancy of more than three percent (3%) reported for any twelve (12) month period. In the event of such discrepancy, the full cost of the audit shall be borne by the Concessionaire, and Concessionaire shall promptly pay all additional fees owing to the Port

together with interest on such sums from the date originally due until the date paid at the Default Rate.

7.2.2 In the event that Concessionaire's books of accounts are not maintained in the Puget Sound region, they shall be made available for audit locally within twenty (20) business days of a request by the Port, or Concessionaire shall pay in full any travel and related expenses of Port representative(s) to travel to the location outside the Puget Sound region.

7.2.3 In those situations where Concessionaire's records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Concessionaire agrees to provide the Port's representative with extracts of data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats. Concessionaire agrees to provide appropriate work space to conduct the audit and free access to copiers; fax machines and other needed office equipment. Concessionaire shall provide the name and telephone number of Concessionaire's accounting manager or the like who has a thorough knowledge of the accounting system as it pertains to this Agreement and who will assist the Port with its audit. Concessionaire will also allow interviews of past and present employees who were or are involved in the financial or operational activities of Concessionaire.

ARTICLE 8: BOND OR OTHER SECURITY

8.1 Security. Concessionaire shall, upon execution of this Agreement, obtain and deliver to the Port a good and sufficient corporate surety company bond, irrevocable stand-by letter of credit, or other security acceptable to the Port in an amount equal to six months Minimum Annual Guarantee *plus* six months Space Rent (hereinafter referred to as "Security"), to secure Concessionaire's full performance of this Agreement, including the payment of all fees and other amounts now or hereafter payable to the Port hereunder. The amount of the Security shall be adjusted whenever there is a change in the Minimum Annual Guarantee and/or Space Rent. 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 Agreement and throughout any holdover period. 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.

8.2 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 Concessionaire. If the Port uses any part of the Security, Concessionaire 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.

8.3 Compliance with Washington Law. It is further agreed that in the event the laws of the State of Washington applicable hereto shall hereafter be amended, the provisions of this

ARTICLE 8 shall be deemed likewise automatically amended upon the effective date of such statutory amendments, to the extent and in a manner necessary to comply therewith.

ARTICLE 9: USE

9.1 Use of Premises. Subject to and in accordance with all present and future Legal Requirements and Port Standards, Concessionaire covenants and agrees that it shall use the Premises solely for the purpose of operating a Rental Car Concession and for no other purpose or use. Concessionaire shall not, under any circumstances, use the Premises for performing vehicle maintenance or repair, excepting only car washing, cleaning and refueling activities that are conducted within QTA Space leased to Concessionaire and in strict conformance with all of the requirements of this Agreement as to such activities. Concessionaire also shall not, under any circumstance, use the Premises for the retail sale of any vehicles.

9.2 General Standards Governing Use.

9.2.1 Concessionaire shall not use or occupy or permit the Premises or any part thereof to be used or occupied, nor 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 then-applicable Legal Requirements, or (ii) violate any of the covenants, agreements, provisions and conditions of this 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 Concessionaire to obtain fire or other insurance required hereunder, or (v) as will constitute a public or private nuisance. Concessionaire specifically agrees to comply with all present or future rules and regulations of the Port at the Airport that are promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public.

9.2.2 Concessionaire 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 (iii) occasion discomfort, inconvenience or annoyance to, the Port or any of its tenants or occupants of any adjacent property.

9.3 Signs.

9.3.1 Concessionaire's Rental Car Concession shall be clearly signed and designated at all times during the Term with the company's specific identification and sufficient operational signage to ensure the safe and efficient operation of the Rental Car Concession.

9.3.2 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 Agreement, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Concessionaire shall be removed by Concessionaire at its own expense, and Concessionaire shall repair any damage or injury to the Premises and correct any unsightly condition caused by the maintenance and removal of said signs, etc.

9.3.3 Concessionaire shall not be permitted to advertise any products and/or services other than those of Concessionaire connected to the operation of the Rental Car Concession. Absolutely no signs, logos or decals shall be permitted on the backwall of the counters in the Baggage Claim Area that face the pickup drive.

9.4 Limitations on Use of RRSS Space. In its operation of a Full Service Rental Car Concession, Concessionaire shall observe the following restrictions on use of the RRSS Space:

9.4.1 *First Floor - Ready/Return Area.* Before the Port has completed the Port Improvements, the First Floor - Ready/Return Area may be utilized for ready, return or stacking/storage purposes. After the Port has completed the Port Improvements, the First Floor - Ready/Return Area may only be utilized for ready or stacking/storage purposes; return use shall not be allowed.

9.4.2 *First Floor - Clean Car Stacking.* The First Floor - Clean Car Stacking shall, at all times, be utilized only for stacking purposes; ready, return or storage uses shall not be allowed.

9.4.3 *First Floor - Dirty Car Stacking.* The First Floor - Dirty Car Stacking shall, at all times, be utilized only for stacking purposes; ready, return or storage uses shall be allowed.

9.4.4 *First Floor - Storage.* The First Floor - Storage shall, at all times, be utilized for storage purposes. Notwithstanding the foregoing, Concessionaire may, with the Port's advance, written permission, utilize the First Floor - Storage for ready purposes as well. No return use shall be allowed.

9.4.5 *Second Floor – Return Area.* Before the Port has completed the Port Improvements, the Second Floor – Return Area may be utilized only for stacking/storage purposes. Notwithstanding the foregoing, Concessionaire may, with the Port's advance, written permission, utilize the Second Floor – Return Area for ready purposes as well. After the Port has completed the Port Improvements, the Second Floor – Return Area shall be utilized for return purposes and may be utilized for ready or stacking/storage purposes.

9.4.6 *Second Floor – Clean Car Stacking.* The Second Floor – Clean Car Stacking shall, at all times, be utilized only for stacking purposes; ready or return uses shall not be allowed.

9.4.7 *Second Floor – Storage.* The Second Floor – Storage shall, at all times, be utilized for storage purposes. Notwithstanding the foregoing, Concessionaire may, with the Port's advance, written permission, utilize the Second Floor – Storage for; ready purposes as well. No return use shall be allowed.

ARTICLE 10: STANDARDS OF OPERATION

10.1 World Class Service. Concessionaire shall ensure that its Rental Car Concession is operated, at the minimum, in conformance with the following standards:

10.1.1 *General Standards.*

10.1.1.1 Concessionaire shall provide the highest degree and standards of quality of services to the patrons of the Airport. Concessionaire shall furnish prompt, efficient, first-class rental car service that is adequate to meet all reasonable demands for its rental car service by Airport Customers, and shall conduct its Rental Car Concession in a first-class manner.

10.1.1.2 Concession operations must be conducted in a safe, clean, orderly and inviting condition at all times. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Premises. Similarly, no loud, boisterous or otherwise improper actions or language shall be permitted within or about the Premises. No radio or television or other similar device shall be installed without first obtaining the written approval of the Port. Also, no antenna or aerial shall be erected on the roof, interior walls or exterior walls of the Premises without first obtaining the written approval of the Port.

10.1.1.3 Traveler's checks and credit cards must be acceptable forms of payment for rental transactions.

10.1.1.4 At all locations within five miles of the Airport, the Concessionaire's motor vehicle rental agreements shall be printed or stamped in such form so as to provide a separate space for its customers to indicate by their signature if they are *not* an "Airport Customer" as defined in Section 1.5. Any rental agreement which does not have a customer signature upon it designating that the customer is not an "Airport Customer" shall be treated hereunder as though such customer is an "Airport Customer" for purposes of computing compensation due to the Port under this Agreement.

10.1.1.5 Concessionaire shall not engage in activities that will divert Airport Customers from the Rental Car Concession for any purpose whatsoever including, but not limited to, writing of sales agreements for an Airport Customer at any of Concessionaire's other rental car operations that are not included within this Agreement's definition of Rental Car Concession. If the Port believes, in its opinion, that Concessionaire is engaging in such a diversion of activity, it reserves the right to inspect any relevant Concessionaire records, including records from operations other than the Rental Car Concession. The operation of off-airport public parking by Concessionaire will not be considered a diversion activity under this Agreement.

10.1.1.6 Service must be provided promptly, efficiently, and on a fair, equal and not unjustly discriminatory basis to all patrons of the Airport.

10.1.1.7 If the Port receives and forwards to Concessionaire, any complaint concerning Concessionaire's operation of the Rental Car Concession, Concessionaire shall promptly respond to such complaint, in writing, within thirty (30) days of its receipt and shall make a good-faith attempt to resolve the cause of such complaint.

10.1.2 *Personnel.*

10.1.2.1 Concessionaire shall employ a sufficient number of trained personnel to handle customer service, vehicle maintenance, car handling and office and administration duties necessary for the efficient and effective operation of the Rental Car Concession. Concessionaire shall train all its employees in the proper operation of its business, the compliance with any applicable laws and regulations and the provisions of this Agreement, and the provision of good service to customers. Concessionaire shall ensure that all employees, contractors and agents conduct themselves in a professional and courteous manner.

10.1.2.2 The Rental Car Concession shall be supervised at all times by an active, qualified, competent manager or a qualified assistant manager, who shall have full authority to make day-to-day business and operational decisions. The concession must be adequately staffed with sufficient and well-trained personnel who shall be neat, clean and courteous at all times. All employees must wear their nametag and Airport Identification badge at all times while performing their duties if required in the area in which the employee is working.

10.1.2.3 When on duty, all of Concessionaire's employees having dealings with Airport Customers shall maintain a clean, neat and well-groomed appearance and shall wear a uniform established by Concessionaire.

10.1.2.4 To the extent Concessionaire operates a Courtesy Shuttle, Concessionaire shall provide qualified drivers for the vehicles. Drivers shall possess all necessary licenses for the type of vehicle operated.

10.1.2.5 Concessionaire's employees may accept tips but shall not solicit tips. Tip jars are not allowed.

10.1.2.6 Concessionaire shall not permit its agents or employees to use pressure sales tactics or to solicit customers of the Airport for car rentals or related services offered by Concessionaire under this Agreement. The Port shall be the sole judge of whether conduct amounts to a violation of this Section. Upon written notice from the Port, Concessionaire shall take all necessary steps to immediately eliminate conduct in violation of this Section and to prevent its recurrence.

10.1.2.7 Concessionaire shall provide the Port a list of representatives and their telephone numbers, for emergency purposes.

10.1.3 *Hours of Operation.*

10.1.3.1 *Full Service Rental Car Concession.* If Concessionaire has been granted a Full Service Rental Car Concession, that portion of its Rental Car Concession located in the Airport parking garage shall remain open and staffed seven (7) days a week, twenty-four (24) hours a day, including all holidays, with the exception of temporary closure during such periods as may be reasonably necessary for repair or redecorating or for reasons beyond Concessionaire's control. Concessionaire shall also keep its service counters in Baggage Claim Area open and staffed at least seven (7) days a week, fourteen (14) hours a day, including all holidays, with the exception of temporary closures during such periods as may be reasonably necessary for repairs, construction or redecorating for reasons beyond Concessionaire's control. For those times that the Baggage Claim Area service counters are not staffed, adequate signage, approved by the Port as stated in Section 9.3 of this Agreement, must be provided directing Airport Customers to Concessionaire's service counter in the rental car lobby of the first floor of the Parking Garage.

10.1.3.2 *Limited Service Rental Car Concession.* If Concessionaire has been granted a Limited-Service Concession, its service counters in Baggage Claim Area shall remain open and staffed for seven (7) days a week, fourteen (14) hours a day, including all holidays, with the exception of temporary closure during such periods as may be reasonably necessary for repair or redecorating or for reasons beyond Concessionaire's control. At the times that the facilities are not open and staffed, a "ring down" telephone (or other means of communication acceptable to the Port) to other of Concessionaire's rental car operations must be placed at both service counters located in

the Baggage Claim Area so that Airport Customers will be able to contact Concessionaire at all times.

10.1.4 *Rental Vehicles.*

10.1.4.1 Concessionaire shall maintain, at Concessionaire's sole expense, all vehicles used in its Rental Car Concession in good, safe and operative order, free from known mechanical defects, and in clean, neat and attractive condition, inside and outside.

10.1.4.2 Rental vehicles must not be more than three (3) model years old. Notwithstanding the foregoing, Concessionaire may offer for rental antique, vintage, classic or other luxury or prestige vehicle or handicapped operated vehicles. The Port shall have the right to prohibit Concessionaire from offering for rental any such vehicle which the Port determines not to meet the mechanical or appearance standards described in Section 10.1.4.1.

10.1.4.3 Concessionaire shall have available, at all times, a sufficient number of vehicles to meet all reasonably foreseeable demands of the traveling public.

10.1.4.4 Concessionaire shall operate all of its vehicles in a safe manner and in accordance with all applicable Legal Requirements and Port rules and regulations. Concessionaire shall ensure that its employees strictly observe all posted speed limits and other traffic and safety signs.

10.1.4.5 Concessionaire shall undertake to consider the feasibility of incorporating alternative fuel vehicles into its rental car fleet using such alternative fuels as compressed natural gas, electricity, or hybrid fuel systems, and to report to the Port in writing upon the Port's request and/or at the beginning of the second and fourth Agreement Years regarding its determination of the feasibility of providing such vehicles to the public.

10.1.5 *Courtesy Shuttles.*

10.1.5.1 In the event that it is necessary for Concessionaire to operate a courtesy shuttle or service to transport its customers from the Airport to any other location for purposes of providing the Rental Car Concession ("Courtesy Shuttle"), Concessionaire shall obtain from the Port, and maintain in good standing throughout the Term, a ground transportation operating agreement authorizing and governing the operation of the Courtesy Shuttle at the Airport. Concessionaire shall pay all fees applicable to the operation of the Courtesy Shuttle and shall conduct all Courtesy Shuttle operations from the location(s) designated in the ground transportation operating agreement.

10.1.5.2 All vehicles providing Courtesy Shuttle services shall be clearly marked to indicate that they are providing shuttle services for Concessionaire's Rental Car Concession.

10.1.5.3 All vehicles utilized in providing the Courtesy Shuttle shall be in good working condition and mechanically sound. Vehicle appearance shall be subject to the reasonable approval of the Port, and manager shall remove any vehicle, which the Port reasonably determines is unsightly. Concessionaire shall keep the Courtesy Shuttles clean and in proper working order. Concessionaire's employees or agents shall pick up trash in the vehicles throughout the day, clean the glass, metal grab bars and seating and luggage storage areas as required every day.

10.1.5.4 Courtesy Shuttle services shall have the proper equipment to accommodate handicapped persons and this equipment shall meet or exceed ADA requirements.

10.1.5.5 Full Service Rental Car Concessionaires shall not operate any Courtesy Shuttle without the advance, written permission of the Port.

10.2 "Dual Branding."

10.2.1 Concessionaire shall be prohibited from operating at the Airport under any brand name or trade name other than the brand name(s) or trade name(s) that it originally designated in its response to the RFQ. In no event, however, may more than a total of two trade or brand names be used. During the Term of this Agreement, Concessionaire shall operate and maintain all signage only under the brand or trade name(s) originally designated in its response to the RFQ. No other brand name shall be used or displayed by Concessionaire at the Airport or upon the Premises during the Term of this Agreement. Except as provided herein, "Dual Branding" is prohibited.

10.2.2 If Concessionaire utilizes any particular brand or trade name under a license or franchise agreement, Concessionaire represents and warrants to the Port that Concessionaire has been granted the right to use any such brand or trade name that may be used at the Premises for the entire term of this Agreement, pursuant to a franchise or license agreement (the "Franchise Agreement") with the trade name owner (a "Franchisor"). At the Port's request, Concessionaire agrees to provide the Port with a copy of the Franchise Agreement and reasonable evidence that such agreement remains in full force and effect. Concessionaire agrees that the termination of Concessionaire's right to use Concessionaire's brand or trade name at the Premises or to conduct a Rental Car Concession at the Premises of the type then conducted by or under license from Franchisor under the brand or trade name, shall constitute a material breach of Concessionaire's obligations under this Agreement.

10.3 Concessionaire Otherwise Responsible. Concessionaire shall otherwise obtain all licenses/permissions necessary for, and pay all costs and expenses incurred with respect to, the operation of the Rental Car Concession, it being understood and agreed that the Port shall not, except as specifically set forth in this Agreement, be required to furnish services of any nature with respect to the operation of the Rental Car Concession, Concessionaire hereby assuming full and sole responsibility for the supply and payment for all licenses, services, and operational costs. This includes, without limitation, all taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Concessionaire.

ARTICLE 11: REALLOCATION

11.1 Subsequent Reallocation. The Port shall have the right, in its sole discretion, to reallocate the RRSS Space at any time between the twenty-fourth and thirtieth month of this Agreement. The Baggage Claim Area, Lobby Area and QTA Space will not, except as elected by the Port under Section 11.2, be reallocated during the Term of this Agreement. The Port and Concessionaire, however, acknowledge that the Port currently has no intention of requiring such a reallocation unless it determines that, there has been a change or shift in market share among the Full Service Rental Car Concessionaires so significant as to have a substantial, negative impact on the efficiency of rental car operations within the garage. In the event that the Port elects to undertake such a reallocation, it shall be accomplished in a manner consistent with criteria set forth on **Exhibit F**. The Rental Car Concessionaire(s) benefited by the reallocation shall pay the costs incurred as a result of such reallocation, including those costs incurred by any Rental Car Concessionaire(s) not benefited by the reallocation.

11.2 Early Termination of Rental Car Concession. In the event that any Rental Car Concession is terminated during the Term of this Agreement, the Port shall have the right, in its sole discretion, to: (i) find a substitute operator for such Rental Car Concession, whether by direct negotiation or a competitive process, and/or (ii) reallocate some or all of the Premises vacated upon the termination of such Rental Car Concession among the other rental car companies then-holding a Rental Car Concession. In connection with finding any substitute operator, the Port shall not be obligated to conduct a reallocation of Baggage Claim Area, Lobby Area, RRSS Space or QTA Space but may grant to the substitute operator the right to operate from the Premises vacated upon termination of the Rental Car Concession. In the event, however, the Port elects to reallocate any portion of the premises vacated upon termination of the Rental Car Concession, such reallocation shall be allocated in accordance with the terms of Section 11.1. The costs incurred as a result of such reallocation, including those costs incurred by any Rental Car Concessionaire(s) not benefited by the reallocation (but specifically excluding the costs of the substitute operator), shall be paid by the Rental Car Concessionaire(s) benefited by the reallocation. In the event that the substitute operator is allocated a larger portion of the premises as a result of the reallocation, the substitute operator shall specifically be considered a Rental Car Concessionaire benefited by the reallocation.

11.3 Increase/Reduction in Space. The Port shall have the right to add to or reduce the total number of spaces and rows made available to Full Service Rental Car Concessions under this Agreement; provided, however, any material reduction in the amount of spaces and rows made available under this Agreement shall require an equitable adjustment in the amount of Minimum Annual Guarantee paid by Concessionaire under this Agreement. Any addition or reduction will be allocated proportionately between the Full Service Rental Car Concessionaires in accordance with the terms of this ARTICLE 11. The Port shall have the sole authority to determine the number and location of such spaces and rows.

ARTICLE 12: PORT IMPROVEMENTS

12.1 Port Improvements. The Port shall, at its sole cost and expense, construct ramps for access to/from the second floor of the Airport parking garage and such other improvements as specifically identified on **Exhibit D** to this Agreement ("the Port Improvements"). The Port shall complete the Port Improvements in a good and workmanlike manner, in compliance with all Legal Requirements, and in a manner that will not unreasonably interfere with or disturb Concessionaire. The Port shall complete the Port Improvements as soon as reasonably practicable in light of the Port's competing priorities and other construction projects occurring in the area of the Port Improvements.

12.2 Ongoing Improvements. It is understood that the Port may from time to time elect to alter, improve or remodel portions of the Airport including the parking garage. Concessionaire agrees that any temporary inconvenience resulting from any such work by the Port or its contractors and agents shall not be grounds for reduction of Space Rent, Concession Fees or other sum or charge otherwise payable by Concessionaire if the same shall not unreasonably interfere with Concessionaire's use of the Premises.

ARTICLE 13: ALTERATIONS; OWNERSHIP OF CERTAIN INSTALLATIONS

13.1 Alterations. Concessionaire shall not make any changes, alterations, additions, substitutions or improvements (collectively referred to as "Alterations") to or upon the Premises without first obtaining the Port's prior written approval of such Alteration and subject to any and all conditions in such approval. In seeking such approval, Concessionaire shall deliver to the Port a complete set of preliminary construction plans and specifications sufficient to enable the Port to make an informed judgment about the design and quality of construction and about any effect on the Airport and/or Premises.

13.2 Permits; Construction. Concessionaire shall obtain all necessary permits, including any discretionary permits. In the event the Port is required or has obtained any of the necessary permits, Concessionaire will reimburse the Port for any permit fees and associated costs in obtaining said permits. Any Alteration shall be performed (i) in a good and workmanlike manner, (ii) in compliance with all Legal Requirements and the Port Standards, and (iii) in a manner that will not unreasonably interfere with or disturb the Port or its tenants. In addition, to the extent that any such Alteration is one which Concessionaire shall not be required to remove in accordance with Section 21.1, Concessionaire shall deliver to the Port a reproducible final copy of the plans as-built for such Alteration along with computer discs as electronic files in a format compatible with the Port's CAD Standards Manual, to enable the Port to upgrade its existing files to reflect the as-constructed changes made by Concessionaire.

13.3 Coordination. Concessionaire understands that the Airport is undergoing extensive remodeling. At all times during construction and installation of any Alteration, furniture, trade fixtures and/or equipment by Concessionaire, Concessionaire, its agents, employees and contractors shall cooperate with and coordinate activities and work with the Port Construction Managers and other concessionaires at or near the Premises.

13.4 Port Review Does Not Relieve Concessionaire. Concessionaire agrees that nothing in the Port's review or approval of Concessionaire's plans shall create responsibility or liability on the part of the Port for their completeness, design sufficiency, or compliance with all Legal Requirements or Port Standards, all of which shall be Concessionaire's sole responsibility. Nor shall such review or approval constitute a waiver by the Port of the right to thereafter require Concessionaire to correct any failure by Concessionaire to comply with any Legal Requirements or Port Standards later discovered by the Port.

13.5 Trade Fixtures. Concessionaire shall retain ownership of: (i) all trade fixtures and business equipment and furnishings from time to time installed by Concessionaire at its expense, (ii) all improvements to and equipment installed in the QTA Space, and (iii) all Alterations and/or improvements that Concessionaire is required to remove at the end of this Agreement pursuant to Section 21.1. Concessionaire may remove any of such fixtures; equipment or furnishings 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 Concessionaire, or be deemed abandoned and removed by the Port, at Concessionaire's expense. Upon any removal of such property, Concessionaire 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 Concessionaire and repairing any such damage not repaired by Concessionaire; this covenant shall survive the termination of this Agreement.

ARTICLE 14: REAL AND PERSONAL PROPERTY TAXES

14.1 Payment of Real Property Taxes by Concessionaire. Concessionaire shall be liable for, and shall pay throughout the term of this Agreement, all license fees and all taxes payable for, or on account of, the Rental Car Concession and all taxes on the personal property of Concessionaire on the Premises. Further, Concessionaire shall pay its proportionate share of all taxes, charges and assessments levied on the land, the buildings, any improvements, fixtures and equipment and all other property real or personal constituting or located within or upon the Premises, and any taxes levied in lieu of any such taxes, charges, or assessments, and any taxes levied on the leasing of the Premises or any portion thereof, or measured by, the rents or other charges collected hereunder, whether imposed on Concessionaire or on the Port. With respect to any taxes imposed upon the Port which are on or measured by the rent collected hereunder, Concessionaire shall pay to the Port with each rental installment an amount equal to the tax on, or measured by, that particular installment. All other tax amounts for which the Port is or will be entitled to reimbursement from Concessionaire shall be payable by Concessionaire to the Port at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Concessionaire shall be entitled to a minimum of ten (10) days' written notice of the amounts payable by it.

14.2 Concessionaire's Personal Property Taxes. Concessionaire 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 Concessionaire. If any such taxes on Concessionaire'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, Concessionaire shall, upon demand, repay to the Port the taxes so levied.

ARTICLE 15: UTILITIES

15.1 Utilities.

15.1.1 Baggage Claim Area.

15.1.1.1 *HVAC.* The Port shall, at its expense, furnish normal and reasonable quantities of central air from the central HVAC system and all necessary power and electricity for such central air circulation. Subject to conditions beyond its control, the Port shall maintain under normal conditions a temperature adequate for comfortable occupancy according to the season.

15.1.1.2 *Electricity/Lighting.* The Port shall, at its expense, provide normal and reasonable quantities of electrical power sufficient for the intended use. The Port shall, at its expense, also furnish normal and reasonable quantities of lighting.

15.1.1.3 *Janitorial.* The Port shall, at its expense, provide reasonable janitorial services to the areas of the public areas of the Airport's Main Terminal surrounding the Baggage Claim Area. Concessionaire shall be responsible, at its expense, for any janitorial services required for the Baggage Claim Area.

15.1.1.4 *Other Utilities.* The Port shall have no obligation whatsoever to provide any other utilities (including, but not limited to, water, sewer, gas, etc.). To the extent required, Concessionaire shall, at its expense, install and maintain such utilities from a location designated by the Port and shall pay all costs for such utilities used within the Exclusive Premises.

15.1.2 Lobby Area.

15.1.2.1 *HVAC.* The Port shall, at its expense, furnish normal and reasonable quantities of central air from the central HVAC system and all necessary power and electricity for such central air circulation. Subject to conditions beyond its control, the Port shall maintain under normal conditions a temperature adequate for comfortable occupancy according to the season.

15.1.2.2 *Electricity/Lighting.* The Port shall, at its expense, provide normal and reasonable quantities of electrical power sufficient for the intended use. The Port shall, at its expense, also furnish normal and reasonable quantities of lighting.

15.1.2.3 *Janitorial.* The Port shall provide reasonable janitorial services to: (i) the common areas of rental car lobby, including the restrooms located at either end of the rental car lobby, and (ii) the elevator lobbies servicing the Premises located on the first and second floor of the Airport parking garage. Concessionaire shall be jointly responsible for such cost and expense with all other Full Service Rental Car Concessionaires. Concessionaire shall be responsible, at its expense, for any janitorial services required for the Exclusive Use Areas of the Lobby Area. Sharing of these costs will be based on the percentage of total square footage leased of the total area.

15.1.2.4 *Other Utilities.* The Port shall have no obligation whatsoever to provide any other utilities (including, but not limited to, water, sewer, gas, etc.). To the extent required, Concessionaire shall, at its expense, install and maintain such utilities from a location designated by the Port and shall pay all costs for such utilities used within the Premises.

15.1.3 *RRSS Space and QTA Space.*

15.1.3.1 *HVAC.* The Port shall have no obligation whatsoever to provide HVAC service anywhere within the RRSS Space. To the extent required, Concessionaire shall, at its expense, install and maintain, and pay all costs associated with the operation of such service. Depending on the Concessionaire's demand, the Port may, in its sole discretion, permit Concessionaire to connect to the Airport's central system.

15.1.3.2 *Electricity/Lighting.* Concessionaire shall pay all costs associated with electrical power and lighting furnished to the Exclusive Use Premises. Concessionaire shall also pay its proportional share of all costs associated with electrical power and lighting furnished to the Common Area.

15.1.3.3 *Janitorial.* Concessionaire shall be responsible, at its expense, for any janitorial services required for the Exclusive Use Premises and Common Area. Concessionaire shall coordinate such services in the Common Area with other Full Service Rental Car Concessionaires.

15.1.3.4 *Other Utilities.* The Port shall have no obligation whatsoever to provide any other utilities (including, but not limited to, water, sewer, gas, etc.). To the extent required, Concessionaire shall, at its expense, install and maintain such utilities from a location designated by the Port and shall pay all costs for such utilities used within the Premises.

15.2 Allocation. In the event that Concessionaire is responsible for any particular utility under Section 15.1 and the Premises (or any portion thereof) are part of a building or any larger premises to which such utility services is furnished on a consolidated or joint basis, Concessionaire shall pay a pro rata share of such utilities. Concessionaire'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.

15.3 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.

15.4 Recyclable Materials. The Port currently provides containers for recycling the following: (i) corrugated cardboard; (ii) magazines; (iii) newspapers; (iv) tin and steel cans; (v) glass that is clear, brown, or green; and (vi) office paper, including letterhead, typing paper, colored paper, recycled paper, photocopy paper, and computer paper. Recyclable materials must be separated into the appropriate containers and not placed in with the other trash. Concessionaire shall ensure that the following materials are not deposited in Port recycling containers: (i) Hazardous Substances; (ii) cans or other containers used to store paint, oil, solvent, cleaning fluids, or other hazardous liquids; and (iii) un-clean paper, including wax coated paper, paper that is soiled with food, and paper with plastic covers or windows.

15.5 Port Not Responsible. The Port shall not be liable in any way to Concessionaire 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. 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 such utility system (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 Concessionaire no less than two (2) days prior notice for such utility shutdown. The Port shall not be liable to Concessionaire 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.

ARTICLE 16: REPAIR AND MAINTENANCE; COMPLIANCE WITH LAWS

16.1 Maintenance and Repair by Port.

16.1.1 General Obligation. The Port will, at its cost and expense, keep and maintain in good condition and repair the common areas of the Airport outside the Premises and the following portions of the Premises:

16.1.1.1 The structural elements of the Premises, including but not limited to foundations, roof, floor, and walls, but specifically excluding any canopy or other structure erected by Concessionaire or its predecessor-in-interest;

16.1.1.2 The utilities for which the Port is responsible under Section

16.1.1.3 The utilities for which Concessionaire is responsible under Section 15.1 up to (but not beyond) the point of Concessionaire's connection;

16.1.1.4 The lighting installed by the Port throughout the Premises, without regard to whether the Port or Concessionaire is responsible for the cost of such lighting under Section 15.1; and

16.1.1.5 All non-proprietary directional signage located anywhere within the Premises.

16.1.2 *Notice.* Concessionaire shall promptly provide the Port with prompt notice of any repair or maintenance work that is required of the Port as set forth in Section 16.1, and Concessionaire shall be liable for any damages caused by failure to give such prompt notice. Any restoration, repair or maintenance work to the Premises required because of Concessionaire's neglect, carelessness or misuse or that of its employees, agents or invitees, shall be paid for by Concessionaire within thirty (30) days of the Port's completion of the work. Interest on all unpaid sums under this subparagraph shall accrue in accordance with the provisions of Paragraph 12 of this Agreement.

16.1.3 *Repair Required as Result of Neglect.* To the extent that repairs made by the Port pursuant to Section 16.1 are required by reason of the neglect, carelessness or misuse of Concessionaire, its employees, agents, invitees, licensees, or contractors, the Port shall (notwithstanding Section 16.1) perform such repairs at Concessionaire's cost and expense. Concessionaire shall pay for such work (specifically including a reasonable allocation for Port overhead) within thirty (30) days of invoice by the Port. Interest shall accrue on all unpaid sums at the Default Rate.

16.2 Maintenance and Repair by Lessee.

16.2.1 *General Obligation.* Subject only to the specific obligations of the Port set forth in Section 16.1, Concessionaire will, at its cost and expense, keep and maintain the Premises and every part thereof and any fixtures, facilities or equipment contained therein, in good condition and repair, including, but not limited to, the electrical, plumbing and sewer systems, non-structural flooring, floor coverings, pavement striping, doors, security devices, interior walls, ceilings, window frames, and glass, and shall make any replacements thereof. Subject only to the specific obligations of the Port set forth in Section 15.1.1.3 or 15.1.2.3, Concessionaire shall also: (i) keep the Premises at all times in a neat, clean, safe and sanitary condition, (ii) keep the Premises free from infestation of pests and conditions which might result in harborage for, or infestation of pests, (iii) provide complete and adequate arrangements for the sanitary handling of all trash, garbage, and other refuse generated in connection with the use of the Premises, and (iv) remove all snow and ice from any work areas, parking areas, sidewalks, and all roofs within the Premises. As used in this Section, the word "pests" shall include, without limitation, rodents, insects, and birds in numbers to the extent that a nuisance is created. Concessionaire shall coordinate all such maintenance and repair in the Common Area with other Full Service Rental Car Concessionaires.

16.2.2 *Standard.* Concessionaire shall perform all maintenance, repairs, or replacements: (i) in conformance with all Legal Requirements and Port Standards, (ii) using quality materials equal to the original, and, if materially changed from the original, shall be subject to the prior written approval of the Port, (iii) using only qualified personnel, and (iv) otherwise in a good and workmanlike manner, adhering to the highest standards of quality.

16.2.3 *Work by Port.* The Port may perform, but shall not be obligated to perform, any maintenance, repairs or restoration work that is Concessionaire's responsibility under Section 16.2.1 if requested to do so in writing by Concessionaire. In the event the Port performs such work, Concessionaire shall pay for such work (specifically including a reasonable allocation for Port overhead) within thirty (30) days of invoice by the Port. Interest shall accrue on all unpaid sums at the Default Rate.

16.3 Waste. Concessionaire shall not do or permit or suffer any waste, damages, disfigurement or injury to or upon the Premises or any part thereof.

ARTICLE 17: INDEMNITY AND INSURANCE

17.1 Indemnity.

17.1.1 The Port, its officers, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Concessionaire or by others, including but not limited to all persons directly or indirectly employed by Concessionaire, or any agents, contractors, subcontractors, licensees or invitees of Concessionaire, as a result of any condition (including existing or future defects in the Premises) or occurrence (including failure or interruption of utility service) whatsoever related in any way to Concessionaire's use or occupancy of the Premises and of areas adjacent thereto.

17.1.2 Concessionaire shall defend (with counsel approved by the Port), fully indemnify, and hold entirely free and harmless the Port and its Commissioners, officers, agents and employees from any and all loss, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs for or from: (a) anything and everything whatsoever arising from the condition of the Premises or out of the occupancy by the Concessionaire or subtenant, licensee, invitee or concessionaire of Concessionaire; and (b) any accident, injury, death or damage to any party however caused in or about the Premises or upon the sidewalks adjacent to the Premises, whether or not caused by the negligence of Concessionaire or any third party; and (c) any fault or negligence by Concessionaire or any sublessee, licensee, invitee or concessionaire of the Concessionaire or of any officer, agent, employee, guest or invitee of any such person; and (d) any failure on Concessionaire's part to comply with any of the covenants, terms and conditions contained in this Agreement; *provided, however*, nothing herein shall require Concessionaire to indemnify the Port from any accident, injury, death or damage arising from the sole negligence of the Port or its Commissioners, officers, agents and employees. Concessionaire agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Concessionaire expressly waives its immunity under industrial insurance, Title 51, as necessary to effectuate this indemnity.

17.1.3 Notwithstanding the foregoing, in the event of the concurrent negligence of Concessionaire, 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, which concurrent negligence results in injury or damage to persons or property of any nature and howsoever caused, and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the Premises such that RCW 4.24.115 is applicable, Concessionaire's obligation to indemnify the Port as set forth in this Section shall be limited to the extent of Concessionaire's negligence and that of Concessionaire's officers, sublessees, assignees, agents, employees, contractors or licensees, including Concessionaire'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.

17.1.4 TENANT AND PORT AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION. Concessionaire's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

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

17.2.1 Liability Insurance. Concessionaire shall obtain and keep in force during the Term of this Agreement a commercial general liability policy of insurance protecting Concessionaire and the Port, as an additional insured using ISO Form 20 26 11 85 or equivalent, against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the tenancy, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than: (i) if Concessionaire operates a Full Service Rental Car Concession, three million dollars (\$3,000,000.00) per occurrence, or (ii) if Concessionaire operates a Limited Service Rental Car Concession, two million dollars (\$2,000,000.00) per occurrence. Such insurance shall further contain a Fire Damage Limit in an amount not less than one million dollars (\$1,000,000.00) per occurrence. The policy shall not contain any intra-insured exclusions as between insured persons or organizations.

17.2.2 Automobile Liability Insurance. Concessionaire shall obtain and keep in force during the Term of this Agreement an automobile liability policy of insurance protecting Concessionaire and the Port, as an additional insured using ISO Form 20 26 11 85 or equivalent, against claims for bodily injury and property damage based upon, involving or arising out of the use of "Any Auto" on or about the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than: (i) if Concessionaire operates a Full Service Rental Car Concession, three million dollars (\$3,000,000.00) per occurrence, or (ii) if Concessionaire operates a Limited Service Rental Car Concession, two million dollars (\$2,000,000.00) per occurrence. The policy shall not contain any intra-insured exclusions as between insured persons or organizations.

17.2.3 Other Insurance. Concessionaire shall further obtain and keep in force such other and further insurance as Landlord may from time to time reasonably request for the protection by insurance of its interest in the premises.

17.3 Insurance Policies. Insurance required hereunder 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 'TX' 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." Concessionaire shall not do or permit to be done anything, which shall invalidate the insurance policies referred to in this Article. Concessionaire 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 (specifically including an indication of the amount of any deductible or self-insured retention) with the additional insured endorsements as required by this 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. Concessionaire 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 Concessionaire, which amount shall be payable by Concessionaire to the Port upon demand. No insurance required herein shall contain a deductible or self-insured retention in excess of \$10,000 without the prior written consent of the Port.

17.4 Self-Insurance. The Port agrees that it will reasonably consider any request by Concessionaire to self-insure (whether by deductible or self-insured retention) any amount in excess of that allowed by Section 17.3, all subject to the following terms and conditions.

17.4.1 As used in this Section 17.4, "self-insure" shall mean that Concessionaire is itself acting as though it were the insurance company providing the insurance required under the provision hereof, and Concessionaire shall pay all amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Agreement.

17.4.2 All amounts that Concessionaire pays or is required to pay, and all loss or damage resulting from risks for which Tenant has elected to self-insure, shall be subject to the waiver of subrogation set forth in Section 17.5 and shall not limit Concessionaires indemnification obligations set forth in Section 17.1 or elsewhere in this Agreement.

17.4.3 The Port may specifically condition Concessionaire's right to self-insure upon Concessionaire:

17.4.3.1 Maintaining a sufficiently large tangible net worth to be able, in the Port's reasonable discretion, to be able to absorb an annual loss in the amount Concessionaire has elected to self-insure;

17.4.3.2 Annually providing an audited financial statement, prepared in accordance with generally accepted accounting principles, which establishes and confirms that Lessee has the required net worth;

17.4.3.3 Not having suffered an event or occurrence (such as the bankruptcy of the Lessee) that makes it apparent that such net worth has been diminished below the required level; and/or

17.4.3.4 Maintaining a demonstrated self-insurance program through which Concessionaire demonstrates an ability to handle and administer claims within the amount subject to self-insurance.

In the event that Concessionaire fails to meet or demonstrate any such requirement imposed by the Port, Concessionaire shall immediately lose the right to self-insure and shall be required to provide the insurance specified herein as issued by a qualifying insurance company.

17.4.4 In the event that the Port permits Concessionaire to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, Concessionaire shall specifically: (i) undertake the defense of any such claim, including a defense of the Port, at Concessionaire's sole cost and expense; and (ii) use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Concessionaire to self-insure.

17.5 Waiver of Subrogation. Without affecting any other rights or remedies, Concessionaire (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the Port, its officers, agents and employees (whether in contract or in tort) on account of any loss or damage occasioned to Concessionaire arising out of or incident to the perils required to be insured against under this Article. Accordingly, Concessionaire 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.

17.6 Miscellaneous Insurance Provisions.

17.6.1 The limits of insurance required by this Agreement or as carried by Concessionaire shall not limit the liability of Concessionaire nor relieve Concessionaire of any obligation hereunder. All insurance to be carried by Concessionaire 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, Concessionaire 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 Concessionaire, 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.

17.6.2 The amounts and types of insurance specified in this 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.

17.7 Increase in Cost of Port's Insurance. Concessionaire shall not use the Premises in such a manner as to increase the existing rates of insurance applicable to the buildings or structures of which the Premises are a part. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the buildings or structures of which the Premises are a part, and to the extent allocable to the term of this Agreement, shall be paid by Concessionaire to the Port with the next rental installment due thereafter. Notwithstanding the foregoing, the Port recognizes that where Concessionaire has been granted a Full Service Rental Car Concession, Concessionaire will use a portion of the Premises for the purpose of refueling its automobiles. Such refueling will not be considered an activity that will increase rates of insurance.

17.8 Abatement of Fire Hazards. Concessionaire agrees that it will cooperate in the abatement of fire hazards in the Premises and other areas of the Airport by observing the following requirements, or such modified requirements as the Port may institute from time to time:

17.8.1 Concessionaire shall inspect, repair and upgrade any fueling system (from storage tanks to dispensing devices) as required to comply with the Uniform Fire Code;

17.8.2 Concessionaire shall continually have in place a preventive maintenance and best management practices program to eliminate gasoline fuel spills;

17.8.3 Concessionaire shall not store more than 200 gallons of motor oil, whether new or used, on or about the Premises;

17.8.4 Concessionaire shall not park or store disabled cars anywhere on or about the Premises or Airport.

ARTICLE 18: COMPLIANCE WITH ENVIRONMENTAL LAWS

18.1 Hazardous Substances. Concessionaire shall not allow the release, spill, discharge, leak, emission, injection, escape, migration, or dumping in, on, about, from or adjacent to the Premises (including, but not limited to, wastewater drains, surface waters, soils, underground waters or air) of any Hazardous Substance or other deleterious substance in any manner that could be a detriment to the Premises or in violation of Concessionaire's Stormwater Pollution and Prevention Plan (SWPP), any Airport rule or regulation, any Port Environmental Permit, or any Environmental Law. To the extent applicable, Concessionaire shall provide the Port with copies of all Material Safety Data Sheets (MSDS) for all Hazardous Substances used or stored on the Premises, Concessionaire's USEPA Waste Generator Number, and with Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals (including revisions or renewals) and any correspondence Concessionaire receives from, or provides to, any governmental unit or agency in connection with Concessionaire's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance in, on, about, from or adjacent to the Premises. Concessionaire is responsible to report any spills of hazardous substances to the appropriate regulatory Agency as well as to the Port.

18.2 Violation of Environmental Law. If Concessionaire, or the Premises (other than as a result of the Pre-Existing Condition or other Hazardous Substance existing on the Premises as of the Commencement Date but not associated with rental car operations), is in violation of any Environmental Law concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, Concessionaire shall promptly take such action as is necessary to mitigate and correct the violation. If Concessionaire 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 Concessionaire (Concessionaire 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 Concessionaire is in violation of any Environmental Law, or that Concessionaire'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 Concessionaire upon presentation of an invoice therefore. Interest shall accrue on all unpaid sums at the Default Rate.

18.3 Inspection; Test Results. The Port shall have access to the Premises to conduct (at the Port's expense) one or more annual environmental inspections, including (but not limited to) an Environmental Audit. In addition, Concessionaire shall permit the Port access to the Premises at any time upon reasonable notice for the purpose of conducting environmental testing, whether in connection with Port action taken pursuant to Section 18.2 or at the Port's expense for other Port purposes. Concessionaire shall not conduct or permit others to conduct environmental media testing on the Premises without first obtaining the Port's written consent. Except as to regular, recurring testing required by applicable Legal Requirements, Concessionaire 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 Concessionaire, and Concessionaire shall provide copies to the Port.

18.4 Removal of Hazardous Substances. Prior to vacation of the Premises, in addition to all other requirements under this Agreement, Concessionaire shall remove any Hazardous Substances (including the Pre-Existing Condition or other Hazardous Substance existing on the Premises as of the Commencement Date but not associated with rental car operations only to the extent required by Section 19.1 and 19.2) stored, released, spilled, discharged, leaked, emitted, injected, escaped, or dumped in, on or about, or adjacent to, or migrated from the Premises during the term of this Agreement or Concessionaire's possession of the Premises, and shall demonstrate such removal to the Port's reasonable satisfaction. This removal and demonstration shall be a condition precedent to the Port's payment of any Security to Concessionaire upon termination or expiration of this Agreement.

18.5 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 Concessionaire whenever the Port incurs any costs resulting from Concessionaire'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 Agreement).

18.6 Environmental Indemnity. In addition to all other indemnities provided in this Agreement, Concessionaire 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 reasonable 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 the existence or discovery of any Hazardous Substance (other than the Pre-existing Condition or other Hazardous Substance existing on the Premises as of the Commencement Date but not associated with rental car operations) on the Premises, or the migration of any Hazardous Substance from the Premises to other properties or into the surrounding environment, whether (i) made, commenced or incurred during the term of this Agreement, or (ii) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the term of this Agreement; provided,

however, Lessee's obligation to indemnify the Port pursuant to this Section 18.6 shall not apply with respect to either (a) any Hazardous Substance existing on the Premises as of the Commencement Date but not associated with rental car operations, and (ii) any Hazardous Substance released by the Port, its commissioners, officers, agents and employees. Concessionaire's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 19: ADDITIONAL OBLIGATIONS REGARDING QTA

19.1 Incumbent Company Liable for Pre-Existing Condition.

19.1.1 To the extent that Concessionaire is an Incumbent Company, Concessionaire is jointly and severally responsible for the Pre-Existing Condition. Concessionaire will promptly and diligently pursue to completion with the other Incumbent Companies the immediate removal or remediation of the Pre-Existing Condition and restoration of the affected property (or, in the event that complete removal or remediation is not practicable, reasonable compensation to the Port). To the extent that Concessionaire is an Incumbent Company, Concessionaire is further jointly and severally responsible for the costs associated with the Initial Assessment.

19.1.2 In addition to, and not in lieu of, the indemnities provided in Section 18.6, each Incumbent Company 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 the Pre-Existing Condition, or any further release or migration of any Hazardous Substance associated with the Pre-Existing Condition to, on, about or into the Premises, other properties or the surrounding environment regardless of when made. Concessionaire's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

19.1.3 All work associated with the investigation for, design of, and implementation of any removal remediation of the Pre-Existing Condition shall specifically be accomplished in conformance with the Environmental Compliance Schedule attached as **Exhibit F** and otherwise subject to the Port's review and supervision. All such work shall be accomplished to the Port's reasonable satisfaction and in strict accordance with applicable Environmental Law. Without limiting the generality of the foregoing, Concessionaire specifically agrees to provide to the Port copies of any and all scoping plans, work plans, reports, technical data, and correspondence to any federal, state, or local governing agency generated in connection with such investigation, design, removal or remediation prior to submission to the relevant agency.

19.1.4 Nothing in this Section 19.1, however, shall operate to restrict or limit Concessionaire's right to proceed against, or attempt to collect from, any other Incumbent Company or other third party that may be liable for any costs incurred by Concessionaire pursuant to this Section 19.1.

19.2 Non-Incumbent Company Not Liable for Pre-Existing Condition. To the extent that Concessionaire is *not* an Incumbent Company, Concessionaire is not responsible for the Pre-Existing Condition but shall nonetheless fully cooperate with the Port and the Incumbent Companies in their efforts to investigate, design, remove or remediate the Pre-Existing Condition, specifically including by providing reasonable access the Premises for purposes of removing and/or remediating the Pre-Existing Condition. To the extent that any Concessionaire that is not an Incumbent Company contributes (whether voluntarily or unintentionally) to the removal or remediation of the Pre-Existing Condition, Concessionaire may look only to the Incumbent Companies for reimbursement of the costs incurred in such activities, and the Port agrees only to reasonably cooperate with Concessionaire in seeking recovery of such costs from the Incumbent Companies. Notwithstanding the foregoing, to the extent that any Concessionaire that is *not* an Incumbent Company exacerbates the Pre-Existing Condition (including, but not limited to, the release of similar or additional Hazardous Substances to soil, surface waters, or groundwater identified in the Initial Assessment as being affected by the Pre-Existing Condition), that Concessionaire shall become jointly and severally responsible for the Pre-Existing Condition.

19.3 QTA Space and UST Facilities.

19.3.1 *Ownership of UST Facility.* If an Incumbent Company, Concessionaire currently owns and operates a UST Facility on or about the Premises. To the extent that Concessionaire is granted a right to lease/use (pursuant to Section 2.2) that portion of the QTA Space serviced by such UST Facility, this Agreement continues, without interruption, Concessionaire's ownership of the subject UST Facility, and Concessionaire shall remain responsible for the maintenance and operation of such UST Facility. To the extent that either (i) Concessionaire is not an Incumbent Company or (ii) Concessionaire is an Incumbent Company but is not granted a right to lease/use (pursuant to Section 2.2) that portion of the QTA Space serviced by the UST Facility owned by Concessionaire, Concessionaire must acquire title to the UST Facility from the Incumbent Company that is vacating that portion of the QTA Space leased to Concessionaire (pursuant to Section 2.2), and Concessionaire shall thereafter have full title to such UST Facility which shall never vest in the Port.

19.3.2 *Concessionaire Responsible.* Concessionaire owning/operating a UST Facility is solely responsible for, and the Port is not responsible for, the proper installation, operation, maintenance, use, removal or decommissioning of the UST Facility and any immediate or other removal, remediation, restoration and other corrective actions or site closure associated with a release of any Hazardous Substance from the UST Facility. Concessionaire shall manage and conduct all of its activities on, or relating to, the UST Facility and other improvements in the QTA Space: (i) in compliance with Environmental Law, Washington State Department of Ecology's Underground Storage Tank Regulations (WAC 173-360), the environmental provisions of this Agreement, the Airport's rules and regulations and the Port Standards, and any other applicable laws and regulations relating to the UST Facility; (ii) in cooperation with the Port in the Port's efforts to comply with applicable Environmental Law; and (iii) in adherence with Best Management Practices applicable to the Concessionaire's use of the Premises. The Concessionaires shall manage and, as appropriate, secure the Premises and its occupation or use of the Premises so as to prevent any violation of Environmental Law by any person on or relating to the Premises. The Operator understands that this Agreement is not a substitute for, but is in addition to, those requirements already imposed upon Concessionaire by laws and regulations applicable to the UST Facility. In the event of a conflict between any provisions of this Agreement or Environmental Law, the more stringent provisions shall govern.

19.3.3 *Necessary Permits.* Concessionaire shall obtain and maintain all necessary permits or consents required by Environmental Law throughout the operation of the UST Facility. Concessionaire shall promptly furnish the Port with copies of these permits and consents as they may be issued or renewed from time to time.

19.3.4 *Compliance with Underground Storage Tank Regulations.* As to all operations on or about the Airport, Concessionaire shall specifically and diligently comply with all of the Washington State Department of Ecology's Underground Storage Tank Regulations (WAC 176-360). Concessionaire shall further comply with all of the requirements set forth in the Environmental Compliance Schedule attached as Exhibit F. The requirements on the Environmental Compliance Schedule are in addition to (and not in lieu of or in summary of) any requirements imposed under any applicable Environmental Law, including but not limited to the Underground Storage Tank Regulations (WAC 176-360). Concessionaire shall maintain all records necessary to document that the UST Facility and the Premises are being operated in compliance with the requirements of any applicable Environmental Law (including but not limited to the Underground Storage Tank Regulations), Concessionaire's Stormwater Pollution Prevention Plan and this Agreement. Concessionaire shall provide the Port with copies of such records as set forth in the Environmental Compliance Schedule attached as Exhibit F and otherwise upon promptly following the Port's request.

19.3.5 *Stormwater Pollution Prevention Plan.* Each Full Service Rental Car Concessionaire shall within 30 days of the effective date of this Lease, prepare a Stormwater Pollution Prevention Plan (SWPP) that addresses measures in effect by Concessionaire to prevent, control and perform immediate removal, remediation and restoration action in the event of a release of a Hazardous Substance or other deleterious material in connection with the operation of the QTA (including, but not limited to, the UST Facility) during the Term of this Agreement. The SWPP shall be (i) prepared in coordination with Port staff, (ii) consistent with the Port's NPDES permit, and (iii) updated to address future changes in QTA activities or facilities and/or the Port's NPDES permit. SWPP shall be subject to the Port's prior approval and shall be updated as needed, not less often than bi-annually, to address Concessionaire's operations and practices. The SWPP shall specifically provide for one or more dedicated persons having responsibility to oversee each UST refill, including (i) arriving before the tank refill pipe is opened, (ii) watching the entire refill operation, and (iii) observing the fuel provider closing the refill pipes and reloading their hoses onto their truck.

19.3.6 *Environmental Audits.*

19.3.6.1 *Pre-Agreement Environmental Evaluation.* The Port, prior to the Commencement Date of this Agreement, conducted an Environmental Evaluation of the operations of the Incumbent Companies. The results of that Environmental Evaluation are set forth in a report entitled Limited Environmental Evaluation Report, Q1A Facility, STIA and dated September 29, 2004 ("the Pre-Agreement Environmental Evaluation"). Within thirty (30) days of the Commencement Date, each Full Service Rental Car Concessionaire shall, jointly with all other Full Service Rental Car Concessionaires, provide the Port with a draft plan (including a performance schedule) to reasonably address the findings and recommendations contained in the Pre-Agreement Environmental Evaluation. The Port shall have ten (10) days to review and comment upon the draft plan. Concessionaire shall, promptly following receipt of the Port's comments on the draft plan, incorporate those comments into a final plan and implement (jointly with the other Full Service Rental Car Concessionaires as necessary) the final plan according to the performance schedule. Any Alteration on or about the Premises shall be accomplished in accordance with ARTICLE 13.

19.3.6.2 *Annual Audit.* Each Full Service Rental Car Concessionaire shall, jointly with all other Full Service Rental Car Concessionaires, hire an independent third party to conduct an annual Environmental Audit of the Premises and Concessionaire's operations, equipment, facilities and fixtures. This Environmental Audit shall be conducted on or about the anniversary of the Commencement Date and need not include subsurface testing. Concessionaire shall, no later than thirty (30) days following the anniversary of the Commencement Date, provide the Port with the results of the Environmental Audit together with a draft plan (including a performance schedule) to reasonably address the findings and recommendations contained in the Environmental Audit. The Port shall have ten (10) days within which to review and comment upon the draft plan. Concessionaire shall, promptly following receipt of the Port's comments on the draft plan, incorporate those comments into a final plan and implement (jointly with the other Full Service Rental Car Concessionaires as necessary) the final plan according to the performance schedule. Any Alteration on or about the Premises shall be accomplished in accordance with ARTICLE 13.

19.3.6.3 *Subsequent Port Audit.* The Port shall, as authorized by Section 18.3, have the right to conduct its own Environmental Audit of the Premises and Concessionaire's operations, equipment, facilities and fixtures on or about the Airport. Concessionaire shall, no later than thirty (30) days following the receipt of the results of such an Environmental Audit, provide the Port with a draft plan (including with a performance schedule) to reasonably address the findings and recommendations contained in the Environmental Audit. The Port shall have ten (10) days within which to review and comment upon the draft plan. Concessionaire shall, promptly following receipt of the Port's comments on the draft plan, incorporate those comments into a final plan and implement (jointly with the other Full Service Rental Car Concessionaires as necessary) the final plan according to the performance schedule. Any Alteration on or about the Premises shall be accomplished in accordance with ARTICLE 13.

19.3.6.4 *General Standards.* In determining those recommendations incorporated into any Environmental Evaluation or Audit (including the Pre-Agreement Environmental Evaluation) that are reasonable (and therefore to be implemented), all recommendations shall be presumed reasonable unless Concessionaire can demonstrate that the costs significantly outweigh the benefits of the proposed change.

19.3.7 *Closure.*

19.3.7.1 Following expiration or earlier termination of this Agreement, Concessionaire owning or operating a UST Facility on or about the Airport shall promptly (and in no event later than the time provided by Section 21.1) remove the UST Facility, and provide written confirmation that the UST Facility has been decommissioned through removal and disposed of in accordance with Environmental Law and that the Premises and any surrounding property have been remediated and restored by the Concessionaire. Concessionaire shall specifically give the Port thirty (30) days advance notice of any proposed date of UST Facility closure to allow the Port to observe any closure activities. Closure of the UST Facility in place is prohibited; all tanks and associated piping must be emptied, cleaned and fully removed from the Airport.

19.3.7.2 All work associated with the investigation for, design of, and implementation of any closure of the UST Facility shall specifically be subject to the Port's review, supervision and satisfaction. All such work shall be accomplished to the Port's satisfaction and in strict accordance with applicable Environmental Law and the Environmental Compliance Schedule attached as Exhibit I'. Without limiting the generality of the foregoing, Concessionaire specifically agrees to provide to the Port copies of any and all reports and technical data and all correspondence to any federal, state, or local governing agency generated in connection with such investigation, design or remediation prior to submission to the relevant agency.

19.3.8 QTA Space Indemnity. Concessionaire shall hold the Port harmless from any damages, claims, or liability arising out of the use, occupancy or removal of the UST Facility on or about the Airport and other improvements within the QTA Space including, without limitation, liability for remedial action related to the following or similar activities occurring during the use and operation of the relevant UST Facility and other improvements within the QTA Space: (i) any releases, spills, discharges, leaks, emissions, injections, escapes, dumping, generation, transportation, storage, treatment or disposal of hazardous substances (as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.; (ii) any other discharge to surface or ground waters; (iii) any air emissions; and (iv) any contamination of soil or ground waters beneath or adjacent to a facility at which a portion of the business of Concessionaire was conducted.

19.4 Environmental Certification. Each Full Service Rental Car Concessionaire shall provide to the Port at the commencement of each Agreement Year other than the first: (i) a written statement, certified by Concessionaire as true and complete that to the best of Concessionaire's knowledge, that Concessionaire has, with respect to the Premises and Concessionaire's occupation and use of the Premises, complied with applicable Environmental Law during the preceding Agreement Year, and (ii) copies of the Concessionaire's leak tests for the UST Facility. If Concessionaire is unable to provide such certification or documentation at such time, then Concessionaire shall provide the Port with a written statement of the steps Concessionaire is taking to enable it to provide the Port with a certification of compliance and all required documentation.

19.5 Further Financial Assurance.

19.5.1 In addition to, and not in lieu of, any Security, Concessionaire shall provide to the Port, and must continually maintain, an irrevocable stand-by letter of credit in the form attached hereto as Exhibit F and drawn on a bank acceptable to the Port in the amount set forth in the table below (the "Financial Assurance"). The amount shown below is the full amount and will be appropriated to the Concessionaire's on a market share methodology, market share being defined for these purposes as total gross revenues from November 1, 1999 to August 31, 2004, with each Concessionaire being assessed its share of the amount based on its percentage of this market share.

<i>If Concessionaire Is:</i>	<i>Then the Financial Assurance Amount Is:</i>
Full Service Rental Car Concessionaire <i>and</i> Incumbent Company	\$520,000
Incumbent Company <i>but not</i> Full Service Rental Car Concessionaire	\$370,000
Full Service Rental Car Concessionaire <i>but not</i> an Incumbent Company	\$230,000

The Financial Assurance shall secure the Concessionaire's full and faithful performance of all of Concessionaire's obligations under ARTICLE 18 and ARTICLE 19 of this Agreement ("the Environmental Covenants"). The Port may draw upon the Financial Assurance at any time to satisfy any of the Concessionaire's unfulfilled obligations under, to remedy any violation of, or to pay damages for violation of the Environmental Covenants. Further, the Port may draw on the entire Financial Assurance immediately, without notice to the Concessionaire, upon receipt of a notice of

non-renewal of the Financial Assurance, upon the commencement of a bankruptcy case or other insolvency proceeding in respect of Concessionaire. If drawn upon, the Financial Assurance must be replenished, in full, within ten (10) days by the Concessionaire, or the Concessionaire will be deemed in violation of this Agreement. In such event, the Port will have available to it all remedies for default of this Agreement. If drawn upon, the proceeds of such draw shall not be considered held in trust by the Port for the benefit of the Concessionaire.

19.5.2 The Financial Assurance required by this Agreement must be maintained until ten (10) years after all components of the UST Facility have been properly removed by excavation, closed and decommissioned in compliance with all Environmental Law and the terms of this Agreement. In the event that Concessionaire obtains a "No Further Action" or "Completion of Clean-up" determination, Concessionaire may request a reduction in the amount of the Financial Assurance to a dollar amount that, together with the Financial Assurance from other Full Service Rental Car Concessionaires and/or Incumbent Companies, would be sufficient to compensate the Port for any residual environmental costs and liabilities resulting from Hazardous Substances that remain. The burden of showing what would be sufficient to compensate the Port for any residual environmental costs and liabilities shall be on the Concessionaire. Any such reduction of the Financial Assurance shall be at the sole discretion of the Port. In the event that Concessionaire obtains a "No Further Action" or "Completion of Clean-up" determination, Concessionaire may also substitute a corporate surety bond issued by a company reasonably satisfactory to the Port in like amount in lieu of the irrevocable standby letter of credit required by Section 19.5.1.

ARTICLE 20: DAMAGE OR DESTRUCTION

20.1 Minor Damage. Should the Premises or the buildings or structures of which the Premises are a part be damaged by fire or other casualty, and if the damage is repairable within four (4) weeks from the date of the occurrence (with repair work and the preparations therefore to be done during regular working hours on regular work days), the Premises (other than furniture, fixtures and equipment owned by Concessionaire pursuant to Section 13.5) shall be repaired with due diligence by the Port, and in the meantime, the Space Rent and Minimum Annual Guarantee shall be abated in the same proportion that the untenable portion of the Premise bears to the whole thereof, for the period from the occurrence of the damage to the completion of the repairs.

20.2 Major Damage or Destruction. Should the Premises or any buildings or structures of which said Premises are a part be completely destroyed by fire or other casualty, or should they 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 Agreement on thirty (30) days notice, effective as of any date not more than sixty (60) days after the occurrence. In the event that this Section 20.2 shall become applicable, the Port shall advise Concessionaire within thirty (30) days after the occurrence of any such damage whether the Port has elected to continue the Agreement in effect or to terminate it. If the Port shall elect to continue this Agreement in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the Premises (other than furniture, fixtures and equipment owned by Concessionaire pursuant to Section 13.5). If the Port fails to notify Concessionaire of its election within said thirty (30) day period, the Port shall

be deemed to have elected to terminate this Agreement, and the 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 Agreement if the Port elects not to restore the Premises), the Space Rent and Minimum Annual Guarantee shall be abated in the same proportion that the untenable portion of the Premise bears to the whole thereof.

20.3 Concessionaire's Improvements. Concessionaire shall, at its sole cost and expense, be responsible for any and all repair or restoration of any furniture, fixtures and equipment owned by Concessionaire pursuant to Section 13.5, which repair or restoration may be necessary as a result of any casualty.

ARTICLE 21: SURRENDER AND HOLDING OVER

21.1 Surrender. Upon expiration or earlier termination of this Agreement, Concessionaire shall promptly quit and surrender the Premises in good condition and repair, normal wear and tear excepted and deliver to the Port all keys that it may have to any part of the Premises or Airport. Concessionaire shall, at its sole cost and expense, further remove the following from the Premises:

21.1.1 All of Concessionaire's equipment and trade fixtures;

21.1.2 All of Concessionaire's signs, including but not limited to company identifiers, operational signs, illuminated directional signs, rental/return signs and stall numbers, and backwall displays;

21.1.3 All control booths, kiosks and security devices for the benefit of Concessionaire, whether installed by Concessionaire, other Rental Car Concessionaires or the predecessor-in-interest of either;

21.1.4 Concessionaire's computer and other electrical equipment;

21.1.5 Concessionaire's telephone/data communication lines and associated equipment;

21.1.6 All service counter inserts, separation partitions, telephone/data lines, and other personal property located in the Baggage Claim Area or Lobby Area;

21.1.7 Concessionaire's fueling system, including underground storage tank, dispensers, and associated piping;

21.1.8 Concessionaire's lubrication, compressed air, vacuum and all other similar systems utilized by Concessionaire in operating the Rental Car Concession, together with all structure, enclosure and piping associated with such systems;

21.1.9 Car wash units and water recovery systems, together with all piping to the point of connection to the Port's utility systems;

21.1.10 Concessionaire's fuel islands, canopy, and car wash enclosures, together with all concrete paving and/or pads in the Concessionaire's QTA Space;

21.1.11 All utilities (including, but not limited to, HVAC, electricity, water and sewer) installed by Concessionaire or Concessionaire's predecessors-in-interest, back to the point of connection to the Port's utility systems.

Concessionaire shall diligently complete such removal within not more than sixty (60) days after the termination (including by expiration) of this Agreement. Provided Concessionaire diligently proceeds with removal and accomplishes such within the time provided, the Port shall automatically be deemed to have consented to Concessionaire's holding over for such period (but only such period) with no rent charged for the QTA premises. If removal takes longer than this allowed sixty (60) days then Concessionaire's rent payments will be back in effect on the Holding Over basis as described in subparagraph 21.2 Holding Over hereinbelow.

21.2 Holding Over. If the Premises are not surrendered as provided in this Article, Concessionaire shall indemnify and hold the Port harmless against loss or liability resulting from the delay by Concessionaire 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 Agreement shall be construed to be a tenancy from month-to-month upon the same terms and conditions provided in this Agreement. Any holding over without the consent of the Port after expiration or earlier termination of this Agreement shall be construed to be tenancy at sufferance upon the same terms and conditions provided in this Agreement, except that Space Rent shall be one hundred fifty percent (150%) of that which it was immediately prior to expiration or earlier termination of this Agreement.

21.3 Survival. Concessionaire's obligations under this Article shall survive the expiration or earlier termination of this Agreement. No modification, termination or surrender to the Port of this Agreement or surrender of the Premises or any part thereof, or of any interest therein by Concessionaire, 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 22: IMPAIRMENT OF TITLE

22.1 Liens. Concessionaire will not directly or indirectly create or permit to be created and/or to remain a Lien upon the Premises or any Alteration, the ownership of which is retained by the Port. In the event any such Lien(s) have been created by or permitted by Concessionaire in violation of this provision, Concessionaire shall immediately discharge as of record, by bond or as otherwise allowed by law, any such Lien(s). Concessionaire 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, which may be brought on or for the enforcement of such lien(s).

ARTICLE 23: DEFAULT

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

23.1.1 The vacating or abandonment of the Premises by Concessionaire.

23.1.2 The failure by Concessionaire to make any payment of rent, fees or any other payment required by this Agreement, when due.

23.1.3 The failure by Concessionaire to observe or perform any covenant, condition, or agreement to be observed or performed by Concessionaire in this Agreement.

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

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

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

23.2.1 Whenever any default (other than a default under Section 23.1.5 above, upon which termination of this 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 Concessionaire (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 Agreement and all of Concessionaire'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

Concessionaire all unpaid Space Rent, Concession Fees, other sum or charge otherwise payable by Concessionaire, or any other payments and damages incurred because of Concessionaire'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.

23.2.2 In addition to Termination Damages, and notwithstanding termination and reentry, Concessionaire's liability for all Space Rent, Concession Fees, other sum or charge otherwise payable by Concessionaire, or other charges which, but for termination of this Agreement, would have become due over the remainder of the Agreement term ("Future Charges") will not be extinguished and Concessionaire 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:

(a) 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 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:

(i) In an accelerated lump-sum payment discounted to present worth, or

(ii) In monthly installments, in advance, on the first day of each calendar month following termination of this Agreement and continuing until the date on which the 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

(b) An amount equal to Future Charges less the aggregate fair rental value of the Premises over the remaining 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.

23.2.3 If this Agreement is terminated for default as provided in this 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 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 Concessionaire's obligations under this 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.

23.2.4 If upon any reentry permitted under this 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 Concessionaire. In the event the Port chooses to remove and store such property, it shall take reasonable steps to notify Concessionaire of the Port's action. All risks associated with removal and storage shall be on Concessionaire. Concessionaire 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 Concessionaire 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 Concessionaire to the Port. The balance of sale proceeds, if any, will then be paid to Concessionaire.

23.3 Remedies Cumulative. All rights, options and remedies of the Port contained in this 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 Agreement.

ARTICLE 24: TERMINATION; EASEMENTS

24.1 Termination. This Agreement may be terminated in advance of its scheduled expiration date on any of the following events:

24.1.1 *Default.* In the event of Concessionaire's default under the Agreement pursuant to Section 23.2.

24.1.2 *Major Capital Improvement.* In the event the Port, in its sole discretion, requires the Premises for a major capital improvement of the Airport, or for safety and security reasons, the Port may terminate this Agreement by delivering to Concessionaire notice of termination not less than one hundred eighty (180) days before the termination date specified in the termination notice.

24.1.3 *Taking*. In the event that any federal, state or local government or agency or instrumentality thereof (including the Port) shall, by condemnation or otherwise, take title, possession or the right to possession of the Premises or any part thereof, the Port may, at its option, terminate this Agreement as of the date of such taking, and if Concessionaire is not in default under any of the provisions of this Agreement on said date, any rent or concession fees prepaid by Concessionaire shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Concessionaire.

24.1.4 *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 Agreement, then either party hereto may terminate this 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 Concessionaire is not in default under any of the provisions of this Agreement on the effective date of such termination, any rent or concession fees prepaid by Concessionaire shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Concessionaire.

24.1.5 *Consolidated Facility*. In the event the Port completes construction of a Remote Consolidated Rental Car Facility during the term of this Agreement, the Port may terminate this Agreement by written notice not less than ninety (90) days before the termination date specified in the termination notice. The parties agree that such termination date may specifically be tied to the date on which the Port actually receives a certificate of occupancy for the Remote Consolidated Rental Car Facility. The Port's termination of this Agreement pursuant to this Section shall not create any rights or obligations on the part of the Port to reimburse Concessionaire for any capital investments, including tenant improvements and improvements to the QIA Space, made by Concessionaire under this Agreement.

24.2 Easements

24.2.1 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 Concessionaire, 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 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 are hereby granted a continuous easement or easements that the Port believes is necessary within the 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 Concessionaire from its beneficial use or occupancy of the Premises for an unreasonable period of time, not to exceed thirty (30) working days, without consent of Concessionaire.

24.2.2 In the event that the Port permanently deprives Concessionaire 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 Concessionaire to operate its business, will be negotiated and paid by the Port to Concessionaire. In the event that such entry by the Port is temporary in nature, then the Port shall reimburse Concessionaire for the cost required to modify its Premises for the temporary period that Concessionaire is inconvenienced by such entry. The Port will not be responsible to Concessionaire for any reduced efficiency or loss of business occasioned by such entry.

ARTICLE 25: NO WAIVER; LANDLORD'S RIGHT TO PERFORM

25.1 Receipt of Monies Following Termination. No receipt of monies by the Port from Concessionaire after the termination or cancellation of this Agreement in any lawful manner shall (a) reinstate, continue or extend the Term of this Agreement; (b) affect any notice theretofore given to Concessionaire; (c) operate as a waiver of the rights of the Port to enforce the payment of any Space Rent, Concession Fees or other sum or charge otherwise payable by Concessionaire 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 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 Concessionaire's liability hereunder.

25.2 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 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 Space Rent, Concession Fees or other sum or charge otherwise payable by Concessionaire, 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 Concessionaire 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 Concessionaire.

25.3 No Waiver of Rent. The receipt by the Port of any installment of the Space Rent, Concession Fees or other sum or charge otherwise payable by Concessionaire shall not be a waiver of any Space Rent, Concession Fees or other sum or charge otherwise payable by Concessionaire then due.

25.4 Application of Payments. The Port shall have the right to apply any payments made by Concessionaire to the satisfaction of any debt or obligation of Concessionaire to the Port, in the Port's sole discretion and regardless of the instructions of Concessionaire as to application of any such sum, whether such instructions be endorsed upon Concessionaire'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 Concessionaire shall in no way affect Concessionaire's liability hereunder nor shall it be deemed an approval of any assignment of this Agreement or subletting by Concessionaire.

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

ARTICLE 26: ASSIGNMENT OR SUBLEASE

26.1 Prohibition. Concessionaire shall not assign or transfer this Agreement or any interest therein nor sublet the whole or any portion of the Premises, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise without the advance written consent of the Port. If Concessionaire is anything other than an individual, Concessionaire further agrees that if at any time during the term of this Agreement more than one-half (1/2) of the outstanding voting equity interests shall belong to any persons other than those who own more than one-half (1/2) of those outstanding voting equity interests at the time of the execution of this Agreement or to members of their immediate families, such change in the ownership of Concessionaire shall be deemed an assignment of this Agreement within the meaning of this Section 26.1; provided, however, that this sentence shall not apply if, and to the extent that Concessionaire is a corporation, the outstanding voting stock of which is listed on a recognized security exchange. Concessionaire's entering into any operating agreement, license or other agreement whereunder a third party is given rights or privileges to utilize a portion of the Premises shall be an attempted assignment or subletting within the meaning of this Section.

26.1.1 If Concessionaire shall, at any time during the term of this Agreement, desire to sell, assign or otherwise permanently transfer the Agreement in whole or in part, or any right or leasehold interest granted to it by this Agreement, Concessionaire shall, at the time the Concessionaire requests the consent of the Port, deliver to the Port such information in writing as the Port may reasonably require respecting the proposed assignee or subtenant including, without limitation, the name, address, nature of business, ownership, financial responsibility and standing of such proposed assignee or subtenant together with the proposed form of assignment or sublease. Within thirty (30) days from receipt of the information specified above, the Port shall notify Concessionaire of its election to: (a) consent to the assignment or (b) disapprove the assignment, setting forth the grounds for doing so.

26.1.2 As a condition for the Port's consent to any transfer, the Port may require that the assignee or subtenant remit directly to the Port on a monthly basis, all monies due to Concessionaire by said assignee or subtenant. In addition, a condition to the Port's consent to any assignment or sublease of this Agreement or the Premises shall be the delivery to the Port of a true copy of the fully executed instrument of assignment or sublease and an agreement executed by the assignee or subtenant in form and substance satisfactory to the Port and expressly enforceable by the Port, whereby the assignee or subtenant assumes and agrees to be bound by the terms and provisions of this Agreement and perform all the obligations of Concessionaire hereunder.

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

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

26.1.5 No assignment, subletting or license by Concessionaire shall relieve Concessionaire of any obligation under this Agreement, including Concessionaire's obligation to pay any sums due hereunder. Any purported assignment or subletting 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.

26.1.6 Concessionaire shall reimburse the Port any reasonable professionals' fees and expenses incurred by the Port in connection with any request by Concessionaire for consent to an assignment or sublease.

ARTICLE 27: DISADVANTAGED BUSINESS ENTERPRISES

27.1 It is the policy of the Port to support participation of DBEs, as defined in 49 CFR, Part 23, in concession activities at the Airport. To the extent Concessionaire is required to operate the Premises as a DBE, Concessionaire agrees: (i) to submit to the Port, upon execution of this Agreement, certification from the State of Washington that Concessionaire is a certified DBE, and (ii) at all times during the term of this Agreement, to be and remain certified as a DBE in accordance with all applicable federal, state and local laws, rules and regulations and to timely file any and all applications, together with all supporting documentation, necessary to maintain such certification. In the event that Concessionaire is certified as a DBE and that certification is necessary to satisfy the requirements of this Section, prior to any change in ownership, control or organization of Concessionaire, Concessionaire shall (in addition to any requirements that may be imposed by Section 26.1) similarly obtain DBE certification for Concessionaire as so changed and provide the Port with proof of the same. If Concessionaire shall at any time cease to be so certified, the Port may, at its sole option, terminate this lease on not less than ninety (90) days advance written notice to Concessionaire.

27.2 It is the policy of the Port to ensure that Disadvantaged Business Enterprises (DBEs) as defined in the Department of Transportation (DOT), 49 CFR Part 23, and other small businesses have an equal opportunity to receive and participate in DOT-assisted contracts. The Port encourages Concessionaire to make every reasonable effort to maximize the contracting opportunities for DBEs and other small businesses in the architectural, engineering and construction of the Premises, and in the procurement of goods and services necessary for the operation of the retail concession at this Airport.

27.3 Concessionaire shall submit quarterly DBE participation reports to the Port starting on the first day of the second month after the commencement of this Agreement. Concessionaire shall submit such reports as may be required by the Port, for the purpose of demonstrating compliance with 49 CFR Part 23.

ARTICLE 28: NON-DISCRIMINATION

28.1 Concessionaire for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Airport for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

28.2 Concessionaire for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree: (i) that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, (iii) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

28.3 Concessionaire assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Concessionaire or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates Concessionaire or any transferee for the longer of the following periods: (i) the period during which the property is used by the Port or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Port or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

28.4 In addition, Concessionaire agrees that, whether or not this Agreement is conducted with, or benefits from, Federal assistance, it shall in all matters pertaining to the performance of this Agreement conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons without respect to race, sex, age, color, creed, sexual preference, marital status, national origin, or the presence of any sensory, mental or physical handicap.

28.5 Concessionaire will maintain open hiring and employment practices and will welcome applications for employment in all positions from all qualified individuals.

28.6 It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in the Airport and Airway Improvement Act, as amended, and as implemented by Federal regulations shall have the maximum opportunity to participate in the performance of services as defined in 49 CFR 23.5. Consequently, this Agreement is subject to 49 CFR Part 23 as applicable.

28.7 Concessionaire will, at the timely request of the Port, provide any information needed in preparation of necessary reports, forms, documents, and other data relative to equal employment.

28.8 Concessionaire hereby assures that it will include the above clauses in any subcontract(s) approved by the Port and cause subcontractor(s) to similarly include clauses in further subcontracts.

ARTICLE 29: NON DISCRIMINATING IN CONTRACTS

29.1 Non-Discrimination. The Port of Seattle is concerned that all efforts to create and maintain a diverse workforce, contractor, and supplier base are made by the operators of rental cars at Sea-Tac Airport. Concessionaires shall not create barriers to open and fair opportunities for minority owned businesses (MBEs) and woman owned businesses (WBEs) to participate in all rental car contracts at Sea-Tac Airport and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with contractors and suppliers, the rental car operator shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

29.2 Record Keeping. Concessionaire is required to submit to the Port of Seattle on the twenty-fifth (25) day of the month following the end of the quarter (based on the calendar year) a document (to be supplied by the Port of Seattle) which will include the following information:

29.2.1 Type of product or service purchases and the dollar value of the total purchases made for each during the previous quarter;

29.2.2 Identify those contractors or suppliers who are MBEs or WBEs and their certification number from the State of Washington Office of Minority and Women Owned Business in the report;

29.2.3 Report attendance at local trade fairs, meetings and activities that reach MBEs and WBEs;

29.2.4 Place all MBEs and WBEs attempting to do business with you on a solicitation list and provide written notice of opportunities in sufficient time to allow such business to respond to the written solicitations. This information will be attached to the statistical report and submitted quarterly.

29.3 Investigation. If the Port receives a report of discrimination an investigation will take place. Concessionaire will allow the Port of Seattle to review all documents and records as the Port feels is necessary to determine if the complaint is valid. Those documents will include but will not be limited to: advertisements, proof of attendance at community meetings where businesses interested in doing business with airport rental operators will be reached, establishing delivery schedules that encourage participation by MBEs and WBEs, breaking down total requirements into smaller tasks or quantities in order to permit maximum participation by small businesses including MBEs and WBEs.

29.4 No Goals. No specific goals for any person or groups have been established for this Agreement; however, the information you supply will be used to determine the level of participation by each racial group.

29.5 Changes in Law. The above requirements may be changed or adjusted during the life of the Agreement if local, state or federal laws impose requirements that are not included here or are in conflict with those included here.

ARTICLE 30: NOTICES

30.1 Method for Notice. All notices required under this Agreement shall be in writing and shall be delivered either: (i) personally, (ii) by certified or registered mail, (iii) by recognized overnight courier, or (iv) by facsimile. 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 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, or (iv) on the date transmitted by facsimile, if the facsimile is confirmed received and was received by prior to 4:30 p.m. (recipient's local time), otherwise, it will be deemed received the next business day.

30.2 Address for Notice. All notices required under this Agreement shall be addressed as follows:

To the Port:

- Mailing Address:
Port of Seattle
Seattle-Tacoma International Airport
P. O. Box 68727
Seattle, Washington 98168
Attn: General Manager, Aviation Business Development & Management
- Street Address:
Port of Seattle
Seattle-Tacoma International Airport
Airport Office Building, 4th Floor
17801 Pacific Highway South
Seattle, WA 98158
Attn: General Manager, Aviation Business Development & Management
- Facsimile:
General Manager, Aviation Business Development & Management
(206) 439-6620

To Concessionaire:

- Mailing Address:

Attn:

- Street Address:

Attn:

- Facsimile:

()

or to such other respective addresses as either party hereto may hereafter from time to time designate in the manner for notice required under this Agreement.

ARTICLE 31: MISCELLANEOUS

31.1 Compliance with Laws. In addition to, and not in lieu of, any more specific directive in this Agreement, Concessionaire shall comply with all applicable rules and regulations of the Port pertaining to the building or other realty of which the Premises are a part now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Concessionaire shall further comply with all applicable federal, state, and municipal laws, ordinances, and regulations, including without limitation those relating to environmental matters. Any fees for any inspection of the Premises during the Term by a federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by Concessionaire.

31.2 Outside Walls. The roof and walls of the building in which the Premises are located are reserved to the Port, which shall have the right to utilize same for any purpose including the installation of signs for directional, advertising or other purposes.

31.3 Brokers. Concessionaire warrants that it knows of no real estate broker or agent who is or may be entitled to any commission or finder's fee in connection with this Agreement. Concessionaire shall indemnify and hold the Port harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of Concessionaire's discussions, negotiations and/or dealings with any real estate broker or agent. This Section is not intended to benefit any third parties and shall not be deemed to give any rights to brokers or finders.

31.4 Promotion of Port Commerce. Concessionaire agrees that throughout the term of this Agreement it will, insofar as practicable, promote and aid the movement of passengers and freight through facilities within the territorial limits of the Port. Concessionaire 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 Concessionaire.

31.5 Labor Disputes. Concessionaire agrees to use its best efforts to avoid disruption to the Port, its tenants or members of the public, arising from labor disputes involving Concessionaire, and in the event of a strike, picketing, demonstration or other labor difficulty involving Concessionaire, 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.

31.6 Mandatory Programs. Concessionaire understands that, from time to time, the Port may institute certain programs that the Port believes, in its sole judgment, will be in the best interests of the Airport and its tenants. Such programs shall include, but not be limited to, trash recycling, commuter trip reduction, luggage cart token program, and Aircraft Operations Area (AOA) Clean Surface Program for FOD (Foreign Object Debris). Concessionaire agrees to promptly comply with and carry out any and all reasonable obligations issued by the Port under such programs, as the same may exist from time to time.

31.7 Successors Bound. This 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. Any successor or assignee of the Concessionaire who accepts an assignment of the benefit of this 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 Concessionaire without the prior written consent of the Port pursuant to ARTICLE 26 hereof.

31.8 Access to Premises. The Port shall have the right to show the Premises at all reasonable times during business hours of Concessionaire 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 Concessionaire is observing and performing the obligations assumed by it under this Agreement, all without hindrance or molestation from the Concessionaire. 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 Concessionaire'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 Concessionaire (except that no notice shall be required in the event of an emergency) or an authorized employee of Concessionaire at the Premises, which notice may be given orally.

31.9 Time. Time is of the essence of each and every one of the parties' obligations, responsibilities and covenants under this Agreement.

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

31.11 Attorneys' Fees. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any Space Rent, Concession Fees or other sum or charge otherwise payable by Concessionaire this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the Port and/or eviction of Concessionaire during the Term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Port by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle, Washington.

31.12 Joint and Several Liability; Use of Term Concessionaire. To the extent that more than one Person executes this Agreement other than in a representative capacity, under ARTICLE 32, each such Person shall be jointly and severally liable hereunder. Nothing in this Section, however, shall be understood to make any such Person liable for the obligations of any other concessionaire under any separate Rental Car Concession agreement. It is understood and agreed that for convenience, the word "Concessionaire" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout the Agreement, regardless of the number gender or fact of incorporation of the party who is, or of the parties who are, the actual Concessionaire or Concessionaires under this Agreement.

31.13 Captions and Article Numbers. The captions, article and section numbers and table of contents appearing in this 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 Agreement nor in any way affect this Agreement.

31.14 Severability. If any term, covenant, condition or provision of this 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 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.

31.15 Survival of Indemnities. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Concessionaire shall, at the Port's option, defend the Port at Concessionaire's expense by counsel satisfactory to the Port.

31.16 Applicable Law; Venue; Waiver of Trial by Jury. This 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. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for the Western District of Washington at Seattle or the King County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for purposes of determining such action and waive any right to assert a claim of inconvenient forum. In any action on or related to the terms of this 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.

31.17 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 Concessionaire. No act or omission of any officer, employee or agent of the Port or Concessionaire shall alter, change or modify any of the provisions hereof.

31.18 Security Measures. Concessionaire hereby acknowledges that the Space Rent and Concession Fees payable to the Port hereunder do not include the cost of guard service or other security measures, and that the Port shall have no obligation whatsoever to provide same. Concessionaire assumes all responsibility for the protection of the Premises, Concessionaire, its agents and invitees and their property from the acts of third parties.

31.19 Entire Agreement; Modification. This Agreement, together with the entire RFQ, sets forth all covenants, promises, agreements, conditions and understandings between the Port and Concessionaire concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Port and Concessionaire other than as are herein set forth. No subsequent alteration, amendment, change or addition to the Agreement shall be binding upon the Port or Concessionaire unless reduced to writing and signed by the Port and Concessionaire. To the extent of any conflict between this Agreement and the RFQ, the terms of this Agreement shall prevail.

31.20 Relationship of the Port and Concessionaire. 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 Agreement nor any acts of Concessionaire and the Port shall be deemed to create any relationship other than that of Concessionaire and the Port.

31.21 Exhibits. Exhibits A, B, C-1, C-2, C-3A, C-3B, C-4A, C-4B, C-5, D, E, F, G, and H are attached to this Agreement after the signatures and by this reference incorporated herein.

ARTICLE 32: SIGNATURES

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

PORT OF SEATTLE

By: _____
Its: General Manager, Aviation Business
Development & Management

By: _____
Its: _____

ARTICLE 33: ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 2004 before me personally appeared Kottayam V. Natarajan, Jr., to me known to be the General Manager, Aviation Business Development & Management 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)
Douglas C. Holbrook
(Print Name)
Notary Public, in and for the State of Washington,
residing at King County
My Commission expires: 2/14/08

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2004, before me personally appeared _____, to me known to be the _____ of _____, the corporation that executed the within and foregoing instrument at Concessionaire, 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: _____

SCHEDULE A

Monthly premises rental

EXHIBIT A

-- Airport Legal Description --

THOSE PORTIONS OF SECTIONS 16, 20, 21, 28, 29, 32 AND 33, ALL IN TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., AND SECTIONS 4, 5, 8, AND 9 TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., ALL IN KING COUNTY, WASHINGTON, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, THENCE S 1°33'40" W A DISTANCE OF 687.14 FEET, TO THE INTERSECTION OF THE SOUTH MARGIN OF SO. 146TH ST. AND THE CENTERLINE OF 16TH AVE. S. AND THE TRUE POINT OF BEGINNING,

THENCE S 89° 42' 53" E ALONG SAID MARGIN A DISTANCE OF 2599.82 FEET, TO THE WEST MARGIN OF 24TH AVE. SOUTH;

THENCE S 1° 12' 07" W ALONG SAID MARGIN A DISTANCE OF 2344.66 FEET;

THENCE N 88° 47' 53" W A DISTANCE OF 65.00 FEET;

THENCE S 1° 12' 07" A DISTANCE OF 259.67 FEET, TO THE NORTHERLY MARGIN OF S 154TH ST.;

THENCE N 89° 07' 21" W A DISTANCE OF 65.00 FEET;

THENCE S 1° 06' 12" W A DISTANCE OF 77.51 FEET, TO THE POINT OF CURVE TO THE LEFT

HAVING A RADIUS OF 230.00 FEET WITH A CENTRAL ANGLE OF 90°13'23" WHOSE TERMINUS POINT BEARS S 88° 53' 28" E, AN ARC DISTANCE OF 362.25 FEET TO A POINT OF TANGENCY;

THENCE N 0° 53' 09" E A DISTANCE OF 171.00 FEET;

THENCE S 87° 36' 22" E A DISTANCE OF 228.00 FEET, TO A POINT OF INTERSECTION WITH A

CURVE TO THE RIGHT HAVING A RADIUS OF 835.00 FEET, WITH A CENTRAL ANGLE OF

34°49'18" WHOSE TERMINUS POINT BEARS S 0° 52' 40" W AN ARC DISTANCE OF 507.55 FEET TO A POINT OF TANGENCY;

THENCE S 54° 17' 42" E A DISTANCE OF 389.30 FEET, TO A POINT OF CURVE TO THE RIGHT

HAVING A RADIUS OF 635.00 FEET, WITH A CENTRAL ANGLE OF 89°56'15" WHOSE TERMINUS

POINT BEARS S 35° 42' 18" W AN ARC DISTANCE OF 996.76 FEET TO A POINT OF TANGENCY;

THENCE S 35° 38' 33" W DISTANCE OF 611.29 FEET, TO A POINT OF CURVE TO THE LEFT HAVING

A RADIUS OF 1965.00 FEET, WITH A CENTRAL ANGLE OF 3°37'29" WHOSE TERMINUS POINT

BEARS S 54° 21' 27" E, AN ARC DISTANCE OF 124.31 FEET, TO A POINT ON THE NORTH MARGIN OF SO. 160TH ST.;

THENCE S 89° 08' 37" E ALONG SAID MARGIN A DISTANCE OF 434.00 FEET;

THENCE S 1° 27' 39" W A DISTANCE OF 30.00 FEET, TO THE NORTHWEST CORNER OF THE

NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28;

THENCE CONTINUING S 1° 27' 39" W A DISTANCE OF 814.56 FEET;

THENCE N 89° 09' 37" W A DISTANCE OF 657.02 FEET;

THENCE S 1° 11' 52" W A DISTANCE OF 1809.53 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER

OF SECTION 28;

THENCE S 1° 36' 48" W A DISTANCE OF 682.20 FEET, TO THE SOUTHERLY MARGIN OF S. 170TH STREET;

THENCE S 88° 58' 49" E A DISTANCE OF 330.33 FEET;

THENCE S 1° 33' 10" W A DISTANCE OF 623.29 FEET;

THENCE S 88° 47' 28" E A DISTANCE OF 490.00 FEET, TO A POINT ON A CURVE OF THE

WESTERLY MARGIN OF INTERNATIONAL BOULEVARD (U.S. HIGHWAY 99), SAID CURVE TO THE
 LEFT HAVING A RADIUS OF 5779.58 FEET, WITH A CENTRAL ANGLE OF 6°53'44" WHOSE
 TERMINUS POINT BEARS
 S 84° 50' 31" E AN ARC DISTANCE OF 695.56 FEET TO A POINT OF TANGENCY;
 THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTHWEST CORNER OF TRACT 20, BOW
 LAKE TRACTS UNRECORDED;
 THENCE CONTINUE SOUTHERLY ALONG SAID MARGIN A DISTANCE OF 21.40 FEET;
 THENCE S 87° 58' 45" W A DISTANCE OF 96.00 FEET;
 THENCE S 40° 44' 36" W A DISTANCE OF 92.76 FEET;
 THENCE N 88° 10' 06" W A DISTANCE OF 0.57 FEET;
 THENCE S 41° 29' 37" W A DISTANCE OF 142.37 FEET;
 THENCE CONTINUING S 41° 29' 37" W A DISTANCE OF 196.34 FEET;
 THENCE S 23° 31' 31" W TO THE EAST MARGIN OF 28TH AVE SOUTH;
 THENCE N 89° 39' 32" W A DISTANCE OF 40 FEET TO THE WEST MARGIN OF 28TH AVE SOUTH;
 THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTHERLY MARGIN OF SOUTH 188TH ST;
 THENCE CONTINUING S 3° 11' 54" W A DISTANCE OF 265.02 FEET;
 THENCE N 88° 09' 20" W A DISTANCE OF 10.00 FEET;
 THENCE S 3° 11' 54" W A DISTANCE OF 713.15 FEET;
 THENCE S 87° 41' 50" E A DISTANCE OF 10.00 FEET;
 THENCE S 3° 11' 54" W A DISTANCE OF 138.23 FEET;
 THENCE N 87° 41' 50" W A DISTANCE OF 10.00 FEET;
 THENCE S 3° 11' 54" W A DISTANCE OF 200.00 FEET, TO THE NORTHERLY MARGIN OF S 192ND ST;
 THENCE S 87° 41' 50" E A DISTANCE OF 30.01 FEET;
 THENCE S 3° 11' 54" W A DISTANCE OF 30.01 FEET, TO THE INTERSECTION OF SOUTH 192ND ST
 AND 28TH AVENUE SOUTH, THE INTERSECTION BEING THE SOUTHWEST CORNER OF THE
 SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33,
 THENCE N 87° 41' 50" W A DISTANCE OF 262.81 FEET;
 THENCE S 0° 00' 00" E A DISTANCE OF 285.00 FEET;
 THENCE N 87° 41' 50" W A DISTANCE OF 30.00 FEET;
 THENCE S 0° 00' 00" E A DISTANCE OF 32.56 FEET;
 THENCE N 87° 41' 50" W A DISTANCE OF 185.00 FEET;
 THENCE S 0° 00' 00" E A DISTANCE OF 256.50 FEET;
 THENCE N 87° 28' 20" W A DISTANCE OF 264.48 FEET;
 THENCE S 1° 00' 00" E A DISTANCE OF 174.79 FEET TO THE NORTH BOUNDARY LINE OF
 LOWES TERRACE AS RECORDED IN VOLUME 49 OF PLATS, PAGE 9 RECORDS OF KING COUNTY;
 THENCE EASTERLY ALONG SAID BOUNDARY LINE TO THE WEST MARGIN OF 28TH AVE
 SOUTH;
 THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 200TH ST;
 THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 18TH AVE SOUTH;
 THENCE N 88° 26' 13" W A DISTANCE OF 264.40 FEET TO THE WEST MARGIN OF STATE
 HIGHWAY S.R. 509;
 THENCE CONTINUING N 88° 26' 13" W A DISTANCE OF 662.69 FEET TO THE WEST LINE OF
 SECTION 4, THE CORNER BEING N 3° 59' 14" W A DISTANCE OF 30.14 FEET FROM THE WEST
 QUARTER CORNER OF SECTION 4;
 THENCE CONTINUING WESTERLY ALONG THE NORTH MARGIN OF SOUTH 200TH ST
 TO THE EAST MARGIN OF 15TH AVE SOUTH;
 THENCE NORTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 198TH
 STREET;
 THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 13TH AVE SOUTH;
 THENCE NORTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 196TH PLACE;
 THENCE WESTERLY ALONG SAID MARGIN TO THE SOUTHWEST CORNER OF LOT 6, KOESSNER

ADDITION AS RECORDED IN VOLUME 57 OF PLATS, PAGES 75-77;
THENCE NORTHERLY ALONG THE WEST LOT LINE OF SAID LOT TO THE SOUTH MARGIN OF
SOUTH 196TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE WEST MARGIN OF STATE HIGHWAY S.R. 509;
THENCE CONTINUING ALONG SAID MARGIN TO THE WEST LINE OF SECTION 4-22-4;
THENCE NORTHERLY ALONG SAID SECTION LINE TO THE NORTH MARGIN OF SOUTH 188TH
STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE EASTERLY MARGIN OF STATE HIGHWAY
SR 509;
THENCE NORTHWESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF DES MOINES
MEMORIAL DRIVE;
THENCE NORTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 144TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE WEST MARGIN OF 16TH AVE SOUTH;
THENCE SOUTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 146TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE CENTERLINE OF 16TH AVE SOUTH AND THE
TRUE POINT OF BEGINNING.

EXCEPT:

ALL DEDICATED ROADWAYS AND STATE HIGHWAYS SR 509 AND SR 518 RIGHT OF WAYS WITHIN
THE ABOVE DESCRIBED BOUNDARY

KING COUNTY ASSESSOR
PARCEL NUMBER 2123049034
PARCEL NUMBER 2023049081
PARCEL NUMBER 2023049283
PARCEL NUMBER 2023049340
PARCEL NUMBER 2023049058
PARCEL NUMBER 2023049110
PARCEL NUMBER 2023049234
PARCEL NUMBER 2023049125
PARCEL NUMBER 2023049229

ALSO:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4
EAST, BEING THE TRUE POINT OF BEGINNING;
THENCE NORTHERLY ALONG WEST LINE OF SAID SECTION TO THE NORTH MARGIN OF
SOUTH 144TH STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF DES MOINES
MEMORIAL DRIVE;
THENCE NORTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 128TH ST;
THENCE EASTERLY TO THE WEST MARGIN OF 18TH AVE. SOUTH;
THENCE SOUTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 130TH ST;
THENCE EASTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 20TH AVE. SOUTH;
THENCE NORTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 128TH ST;
THENCE EASTERLY TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16;
THENCE SOUTHERLY ALONG SAID LINE TO THE SOUTHEAST CORNER OF LOT 12, I.E.
ORD'S HOME TRACTS, AS RECORDED IN VOLUME 20 OF PLATS, PAGE 11;
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT TO THE NORTHEAST CORNER
OF LOT 7 IN SAID PLAT;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT TO THE SOUTH MARGIN OF
SOUTH 136TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE WEST MARGIN OF 24TH AVE. SOUTH;
THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 146TH ST;
THENCE WESTERLY ALONG SAID MARGIN TO THE WEST LINE OF SECTION 21;
THENCE NORTHERLY ALONG SAID LINE TO THE NORTHWEST CORNER OF SECTION 21
AND THE TRUE POINT OF BEGINNING.

EXCEPT;

ALL DEDICATED ROADWAYS LYING WITHIN THE ABOVE DESCRIBED BOUNDARY.

KING COUNTY ACCESSOR
PARCEL NUMBER 6083000142
PARCEL NUMBER 6083000122
PARCEL NUMBER 6083000150
PARCEL NUMBER 6083000148
PARCEL NUMBER 6083000146
PARCEL NUMBER 6083000143
PARCEL NUMBER 1623049079
PARCEL NUMBER 1623049407
PARCEL NUMBER 1623049238
PARCEL NUMBER 1623049181
PARCEL NUMBER 2123049121
PARCEL NUMBER 2123049036
PARCEL NUMBER 1723049076
PARCEL NUMBER 1723049178
PARCEL NUMBER 1723049156

ALSO:

COMMENCING AT THE CENTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST,
THENCE SOUTH ALONG SECTION LINE TO THE INTERSECTION WITH THE SOUTH MARGIN OF
SOUTH 200TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SECTION LINE TO THE NORTH QUARTER CORNER OF
SECTION 9, TOWNSHIP 22N, RANGE 4E;
THENCE CONTINUING SOUTH ALONG SECTION LINE TO THE CENTER OF SECTION 9;
THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER TO THE
WEST QUARTER CORNER;
THENCE NORTHERLY ALONG THE WEST SECTION LINE TO THE SOUTH MARGIN OF 16TH
AVE. SOUTH;
THENCE WESTERLY TO THE SOUTHEAST CORNER OF LOT 8 OF CORDELL TRACTS NO. 3, AS
RECORDED IN VOLUME 67, BOOK OF PLATS, PAGE 70;
THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID PLAT TO THE NORTHEAST
CORNER OF LOT 6 OF SAID PLAT AND THE SOUTHWEST MARGIN OF 15TH AVE. SOUTH;
THENCE EASTERLY ALONG SOUTH MARGIN OF 15TH AVE. SOUTH TO THE SOUTHWEST
CORNER OF LOT 5, CORDELL TRACTS, AS RECORDED IN VOLUME 64, BOOK OF PLATS,
PAGE 70;
THENCE CONTINUING EASTERLY ALONG SOUTH LINE OF SAID PLAT TO THE SOUTHEAST
CORNER OF LOT 5;
THENCE NORTHERLY TO THE NORTHEAST CORNER OF LOT 8 IN SAID PLAT AND THE

INTERSECTION WITH THE SOUTH MARGIN OF SOUTH 208TH STREET;
THENCE CONTINUING NORTHERLY ALONG THE SAME LINE TO THE NORTH MARGIN OF
SOUTH 208TH STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE SOUTHWEST CORNER OF LOT 19,
BLOCK 81, SEELEY'S ADDITION TO THE CITY OF DES MOINES, AS RECORDED IN
VOLUME 15, BOOK OF PLATS, PAGE 59;
THENCE NORTHERLY ALONG THE WEST LINE OF BLOCK 81 AND CONTINUING NORTH TO THE
NORTH MARGIN OF SOUTH 201ST STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 15TH AVE. SOUTH;
THENCE NORTHERLY TO THE SOUTH MARGIN OF SOUTH 206TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE TRUE POINT OF BEGINNING

EXCEPT:

ALL DEDICATED ROADWAYS AND STATE HIGHWAY S.R.509 RIGHT OF WAY.

KING COUNTY ASSESSOR
PARCEL NUMBER 0422049031
PARCEL NUMBER 6663000101
PARCEL NUMBER 5251100095
PARCEL NUMBER 0422049032
PARCEL NUMBER 0422049186
PARCEL NUMBER 0422049025
PARCEL NUMBER 0922049006
PARCEL NUMBER 0922049263
PARCEL NUMBER 2782400190

ALSO:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21 AND
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 NORTH,
RANGE 4 EAST W.M. IN THE CITY OF SEA-TAC, KING COUNTY, WASHINGTON DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE S 89° 24' 10" E
ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 32.66 FEET
THENCE N 00° 35' 50" W, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 30.00 FEET
TO THE NORTH MARGIN OF SOUTH 160TH STREET AND THE TRUE POINT OF BEGINNING;
THENCE S 89° 24' 10" W, PARALLEL TO SAID SOUTH LINE A DISTANCE OF 1171.44 FEET TO THE
SOUTHEASTERLY MARGIN OF SR 518, THE AIRPORT ACCESS FREEWAY;
THENCE N 33° 37' 38" E ALONG SAID SOUTHEASTERLY MARGIN A DISTANCE OF 157.41
FEET;
THENCE N 43° 33' 02" E A DISTANCE OF 200.05 FEET;
THENCE N 40° 36' 28" E A DISTANCE OF 112.53 FEET;
THENCE N 44° 24' 06" E A DISTANCE OF 449.98 FEET;
THENCE N 52° 17' 49" E A DISTANCE OF 474.38 FEET;
THENCE S 58° 44' 35" E A DISTANCE OF 90.81 FEET TO THE EAST LINE OF SAID SECTION 21;
THENCE S 00° 25' 29" E ALONG THE SAID EAST LINE, A DISTANCE OF 863.26 FEET;
THENCE N 89° 24' 10" E PARALLEL TO THE SOUTH LINE OF SAID SECTION 21, A DISTANCE
OF 37.55 FEET TO THE NORTHWESTERLY MARGIN OF SR 99, INTERNATIONAL
BOULEVARD;

THENCE S 18° 44' 29" W ALONG SAID MARGIN, A DISTANCE OF 214.13 FEET TO THE TRUE POINT OF BEGINNING.

ALSO:

LOTS 1 THROUGH 14 IN THE PLAT OF LEBECK'S ADDITION, A PORTION OF WILDON UNRECORDED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. IN THE CITY OF SEA-TAC, KING COUNTY, WASHINGTON.

ALSO:

THAT PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 21 TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.,

THENCE N 1°11'59" E A DISTANCE OF 2,645.25 FEET;

THENCE S 88°48'01" E A DISTANCE OF 183.18 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 89°12'49" E A DISTANCE OF 1,122.34 FEET;

THENCE S 1°03'10" W A DISTANCE OF 583.45 FEET;

THENCE N 89°07'39" W A DISTANCE OF 68.16 FEET;

THENCE N 00°52'21" E A DISTANCE OF 19.00 FEET;

THENCE N 86°58'55" W A DISTANCE OF 110.34 FEET;

THENCE N 54°03'28" W A DISTANCE OF 52.50 FEET;

THENCE N 61°27'40" W A DISTANCE OF 408.85 FEET;

THENCE N 63°27'44" W A DISTANCE OF 596.23 FEET;

THENCE N 1°11'59" E A DISTANCE OF 80.39 FEET TO CLOSE AT THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD.

PARCEL "B"

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.;

THENCE N 1°11'59" E A DISTANCE OF 2,773.93 FEET;

THENCE S 88°48'01" E A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 1°11'59" E A DISTANCE OF 512.52 FEET TO A POINT OF CURVE;

THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S 88°48'01" E FROM THE PC, AN ARC DISTANCE OF 39.07 FEET THRU A CENTRAL ANGLE OF 89°31'52" TO A POINT OF TANGENCY,

THENCE N 1°11'59" E A DISTANCE OF 15.00 FEET;

THENCE S 89°16'09" E A DISTANCE OF 271.22 FEET;

THENCE S 1°29'46" W A DISTANCE OF 15.00 FEET;

THENCE S 89°16'09" E A DISTANCE OF 270.86 FEET TO A POINT OF CURVE;

THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S 0°43'51" W FROM THE PC, AN ARC DISTANCE OF 31.56 FEET THRU A CENTRAL ANGLE OF 90°23'56" TO A POINT OF TANGENCY,

THENCE S 1°07'48" W A DISTANCE OF 284.20 FEET;

THENCE S 89°16'12" E A DISTANCE OF 25.02 FEET;
THENCE S 1°07'48" W A DISTANCE OF 303.35 FEET;
THENCE N 89°12'49" W A DISTANCE OF 482.35 FEET;
THENCE N 39°49'29" W A DISTANCE OF 91.92 FEET;
THENCE N 89°12'49" W A DISTANCE OF 70.00 FEET TO CLOSE AT THE TRUE POINT OF BEGINNING

SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD.

PARCEL "C"

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.,

THENCE N°11'59" E A DISTANCE OF 3,396.45 FEET;
THENCE S 88°48'01" E A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 1°11'59" E A DISTANCE OF 553.96 FEET TO A POINT OF CURVE;
THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S 88°48'01" E FROM THE PC, AN ARC DISTANCE OF 39.01 FEET THRU A CENTRAL ANGLE OF 89°24'14" TO A POINT OF TANGENCY;
THENCE S 89°23'47" E A DISTANCE OF 597.11 FEET;
THENCE S 1°08'05" W A DISTANCE OF 603.29 FEET;
THENCE N 89°16'09" W A DISTANCE OF 597.32 FEET TO A POINT OF CURVE;
THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 0°43'51" E FROM THE PC, AN ARC DISTANCE OF 39.48 FEET THRU A CENTRAL ANGLE OF 90°28'08" TO A CLOSE AT THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD.

EXCEPT:

THE FOLLOWING DESCRIBED PARCEL IS IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., AND INCLUDES A PORTION OF LOTS 1 THROUGH 6 LOWES TERRACE NO. 4 & 5, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4, SAID EAST CORNER BEING THE "BOSTIAN" CORNER WHICH IS A 3 INCH BRASS DISC STAMPED B91-A;

THENCE N 87°28'53" W ALONG THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 1,518.03 FEET;

THENCE S 2°31'07" W 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE WEST MARGIN OF 28TH AVENUE SOUTH AND THE SOUTH MARGIN OF SOUTH 192ND STREET;

THENCE S 1°07'26" E ALONG THE WEST MARGIN OF 28TH AVENUE SOUTH A DISTANCE OF 729.15 FEET;

THENCE N 87°31'55" W 10.02 FEET;

THENCE S 1°07'26" E ALONG THE EAST BOUNDARY OF SAID LOWES TERRACE LOTS 1 AND 2, A DISTANCE OF 76.88 FEET;

THENCE N 87°31'55" W 340.67 FEET;

THENCE N 1°07'26" W 806.34 FEET TO THE SOUTH MARGIN OF SAID SOUTH 192ND STREET;

THENCE S 87°28'53" E ALONG SAID SOUTH MARGIN A DISTANCE OF 350.71 FEET

TO THE TRUE POINT OF BEGINNING.

THE DESCRIBED AREA BEING 6.46 ACRES OR 281397.6 SQUARE FEET.

EXCEPT:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, AS ESTABLISHED PURSUANT TO KING COUNTY SUPERIOR COURT CAUSE NUMBER 635681;

THENCE N 3°11'34" E ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 640.91 FEET,

THENCE PERPENDICULAR TO SAID EAST LINE, N 86°48'26" W A DISTANCE OF 280.00 FEET;

THENCE S 36°04'38" W A DISTANCE OF 80.00 FEET;

THENCE S 69°48'58" W A DISTANCE OF 280.00 FEET;

THENCE S 15°00'00" E A DISTANCE OF 450.00 FEET;

THENCE S 2°17'50" W, PERPENDICULAR TO THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 42.00 FEET TO SAID SOUTH LINE,

THENCE S 87°42'10" E, ALONG SAID SOUTH LINE, A DISTANCE OF 439.35 FEET TO THE POINT OF BEGINNING.

EXCEPT THE EAST 80.00 FEET AND THE SOUTH 42.00 FEET THEREOF.

SUBJECT TO AN EASEMENT FOR UNDERGROUND UTILITIES OVER THE NORTH 15.00 FEET OF SAID PARCEL.

EXHIBIT B

-- Premises --

Baggage Claim Area

Lobby Area

RRSS Space - *Before Completion of Port Improvements*

First Floor -- Ready/Return Area

First Floor -- Clean Car Stacking

First Floor -- Dirty Car Stacking

First Floor -- Storage

Second Floor -- Return Area

Second Floor -- Clean Car Stacking

Second Floor -- Storage

RRSS Space - *After Completion of Port Improvements*

First Floor -- Ready/Return Area

First Floor -- Clean Car Stacking

First Floor -- Dirty Car Stacking

First Floor -- Storage

Second Floor -- Return Area

Second Floor -- Clean Car Stacking

Second Floor -- Storage

QTA Space

EXHIBIT C-1

-- Map of Concessionaire's Baggage Claim Area --

EXHIBIT C-2

-- Map of Concessionaire's Lobby Area --

EXHIBIT C-3A

-- Map of Concessionaire's First Floor RRSS Space --
-- Before Completion of Port Improvements --

EXHIBIT C-3B

-- Map of Concessionaire's First Floor RRSS Space --
■ After Completion of Port Improvements

EXHIBIT C-4A

-- Map of Concessionaire's Second Floor RRSS Space --
-- Before Completion of Port Improvements --

EXHIBIT C-4B

-- Map of Concessionaire's Second Floor RRSS Space --
-- After Completion of Port Improvements --

EXHIBIT C-5

-- Map of Concessionaire's QTA Space --

EXHIBIT D

■ -Port Improvements -

Ramps into second floor of Parking Garage for access of returned rental car vehicles. Ramps are located on the northwest corner of the Parking Garage.

EXHIBIT E

-- Re-Allocation Methodology --

1 GENERAL RULES.

- 1.1 Reallocation will be based upon the total amount (whether by Minimum Annual Guarantee or Percentage Fees) paid or payable by Concessionaire to the Port for the most recent Agreement Year or, if the Port believes that the most recent Agreement Year fails to accurately capture current market shares, the most recent twelve month period.
- 1.2 Space will be generally be reallocated in order of the highest total amount (whether by Minimum Annual Guarantee or Percentage Fees) paid or payable by Concessionaire to the Port to the lowest total amount (whether by Minimum Annual Guarantee or Percentage Fees) paid or payable by Concessionaire to the Port.
- 1.3 Each of the five (5) Full Service Rental Car Concessions will be allocated:
 - 1.3.1 Baggage Claim Area consisting of baggage counter space in both the north and south baggage claim areas;
 - 1.3.2 Lobby Area consisting of counter space and back office space, located in the rental car lobby located on the first floor of the Airport parking garage;
 - 1.3.3 RRSS Space, consisting of: (i) First Floor – Ready/Return Area, (ii) First Floor – Clean Car Stacking, (iii) First Floor – Dirty Car Stacking, (iv) First Floor – Storage, (v) Second Floor – Return Area, (vi) Second Floor – Clean Car Stacking, and (vii) Second Floor – Storage;
 - 1.3.4 QTA Space, consisting of one UST Facility and associated cleaning and car wash equipment.
- 1.4 Each of the up to four (4) Limited Service Rental Car Concessions will be allocated Baggage Claim Area consisting of baggage counter space in both the north and south baggage claim areas.
- 1.5 Any of these rules may be modified, at the reasonable discretion of the Port, in order to improve the operations of the premises allocated for use by the Rental Car Concessions.

2 BAGGAGE CLAIM AREA

- 2.1 Baggage Claim Area will not, as part of any routine reallocation, be reallocated or reassigned.
- 2.2 In the event of a reallocation associated with the early termination of a Rental Car Concession, the Port reserves the right to reallocate Baggage Claim Area. Any such

reallocation shall be consistent with the General Rules set forth in Section 1, but the Port may reasonably elect to reallocate less than all of the Baggage Claim Area between Rental Car Concessions to minimize the inconvenience and expense associated with such a reallocation.

3 LOBBY AREA

- 3.1 Lobby Claim Area will not, as part of any routine reallocation, be reallocated or reassigned.
- 3.2 In the event of a reallocation associated with the early termination of a Rental Car Concession, the Port reserves the right to reallocate Lobby Area. Any such reallocation shall be consistent with the General Rules set forth in Section 1, but the Port may reasonably elect to reallocate less than all of the Lobby Area between Full Service Rental Car Concessions to minimize the inconvenience and expense associated with such a reallocation.

4 RRSS SPACE

- 4.1 First Floor – Ready/Return Area.
 - 4.1.1 First Floor – Ready/Return Area is defined as the area on the first floor of the Main Garage between Rows A and S (Sections A through D). The Port reserves the right to adjust this area in the event of any increase/decrease in the space made available for rental car operations.
 - 4.1.2 First Floor – Ready/Return Area will generally be allocated from the north (highest total amount paid or payable by a Full Service Rental Car Concessionaire) to the south (lowest total amount paid or payable by a Full Service Rental Car Concessionaire). The Port may, however, deviate from this order among the two Full Service Rental Car Concessionaires paying the lowest amount if such a switch will, in the reasonable opinion of the Port, improve operations.
 - 4.1.3 First Floor – Ready/Return Area will be allocated only in increments of one-half of a structural bay within the garage (“blocks”). Structural bays are defined by the column rows running east-west throughout the garage. Each Full Service Rental Car Concessionaire will, however, have not less than two blocks within a single structural bay.
 - 4.1.4 The “wing” space on the north half of the garage (consisting of 90° stalls oriented along a southwest-to-northeast line) will be assigned to the northernmost Full Service Rental Car Concession.
 - 4.1.5 The “wing” space on the south half of the garage (consisting of 90° stalls oriented along a northwest-to-southeast line) will be assigned, on a stall-by-stall basis, to (in the Port’s sole discretion) either: (i) the Full Service Rental Car Concessionaires having been assigned the adjoining or near-adjoining

structural bays, or (ii) the Full Service Rental Car Concessionaire having been assigned the southern-most block.

4.1.6 Blocks will be allocated proportionately between Full Service Rental Car Concessionaires in accordance with Rule 1.1. The Port will pay specific attention to the number of 90° stalls within each block. Accounting for "wing" stalls assigned to a particular Full Service Rental Car Concessionaire under Rule 4.1.5, a Full Service Rental Car Concessionaire entitled to more than one-half of the stalls within any one block shall be entitled to the entire block.

4.1.7 First Floor - Ready/Return Area will not be "grandfathered."

4.2 Second Floor - Ready/Return Area.

4.2.1 Second Floor - Ready/Return Area is defined as the area on the second floor of the Main Garage between Rows A and S (Sections A through D). The Port reserves the right to adjust this area in the event of any increase/decrease in the space made available for rental car operations.

4.2.2 Second Floor - Ready/Return Area will generally be allocated in the same order in which the First Floor - Ready/Return Area is allocated. The Port may, however, deviate from this order among the two Full Service Rental Car Concessionaires paying the lowest amount if such a switch will, in the reasonable opinion of the Port, improve operations.

4.2.3 Structural bays within the Second Floor - Ready/Return Area will be divided into five parallel nose-tail rows ("rows"). Structural bays are defined by the column rows running east-west throughout the garage. Each Full Service Rental Car Concessionaire will have not less than five rows located within a single structural bay. No Full Service Rental Car Concessionaire will be allocated less than two rows within a single structural bay.

4.2.4 Rows will be allocated proportionately between Full Service Rental Car Concessionaires in accordance with Rule 1.1. The Port will pay specific attention to the number of nose-tail stalls within each row. A Full Service Rental Car Concessionaire entitled to all the stalls in the first row (or fifth row), and more than one-half the stalls in the second row (or fourth row) shall be entitled to the entire first and second (or fourth and fifth) rows. A Full Service Rental Car Concessionaire entitled to all the stalls in the first row (or fifth row), all the stalls in the second row (or fourth row), and more than one-half the stalls in the third row (middle) shall be entitled to the entire first, second and third (or third, fourth and fifth) rows..

4.2.5 Second Floor - Ready/Return Area will not be "grandfathered."

4.3 First Floor - Storage and Second Floor - Storage.

- 4.3.1 First Floor – Storage and Second Floor – Storage (for convenience, “Storage space”) will be allocated separately. First Floor – Storage is defined as the area on the first floor of the Main Garage between Rows T and W. Second Floor – Storage is defined as the area on the second floor of the Main Garage between Rows T and W. The Port reserves the right to adjust these areas in the event of any increase/decrease in the space made available for rental car operations.
- 4.3.2 Storage space will generally be allocated from the north (highest total amount paid or payable by a Full Service Rental Car Concessionaire) to the south (lowest total amount paid or payable by a Full Service Rental Car Concessionaire).
- 4.3.3 Storage space will be allocated only in increments of one-half of a structural bay within the garage (“blocks”). Structural bays are defined by the column rows running east-west throughout the garage. Each Full Service Rental Car Concessionaire will, however, have not less than one block.
- 4.3.4 Blocks will be allocated proportionately between Full Service Rental Car Concessionaires in accordance with Rule 1.1. The Port will pay specific attention to the number of 90° stalls within each block. A Full Service Rental Car Concessionaire entitled to more than one-half of the stalls within any one block shall be entitled to the entire block.
- 4.3.5 Storage space will not be “grandfathered.”
- 4.4 First Floor – Clean Stacking, First Floor – Dirty Stacking and Second Floor – Stacking.
 - 4.4.1 First Floor – Clean Car Stacking, First Floor – Dirty Car Stacking and Second Floor – Clean Car Stacking (for convenience, the “Stacking areas”) will be allocated separately. The First Floor – Clean Car Stacking area is defined as the area on the first floor of the Main Garage between Rows C and D. The First Floor – Dirty Car Stacking area is defined as the area on the first floor of the Main Garage immediately adjacent to the QTA between Rows A and B. The Second Floor – Clean Car Stacking area is defined as the area on the second floor of the Main Garage between Rows A and B. The Port reserves the right to adjust these areas in the event of any increase/decrease in the space made available for rental car operations.
 - 4.4.2 Stacking Areas will be divided into parallel nose-tail rows (“rows”). First Floor – Clean Car Stacking rows will generally be oriented northwest-to-southeast, with adjustment necessary to account for the presence of structural columns. First Floor – Dirty Car Stacking will be oriented southwest-to-northeast, with adjustment necessary to account for the presence of structural columns. Second Floor – Clean Car Stacking will be oriented west-to-east.

- 4.4.3 First Floor - Clean Car Stacking will generally be allocated from the west (highest total amount paid or payable by a Full Service Rental Car Concessionaire) to the east (lowest total amount paid or payable by a Full Service Rental Car Concessionaire).
- 4.4.4 First Floor -- Dirty Car Stacking will generally be allocated based upon adjacencies in the QTA Space, proceeding from the Full Service Rental Car Concessionaire having the western-most QTA Space through the Full Service Rental Car Concessionaire having the eastern-most QTA Space.
- 4.4.5 Second Floor- Clean Car Stacking will generally be allocated from the north (highest total amount paid or payable by a Full Service Rental Car Concessionaire) to the south (lowest total amount paid or payable by a Full Service Rental Car Concessionaire).
- 4.4.6 Rows within Stacking area will be allocated proportionately between Full Service Rental Car Concessionaires in accordance with Rule 1.1. The Port will pay specific attention to the number of nose-tail stalls within each row. A Full Service Rental Car Concessionaire entitled to more than one-half of the stalls within a row will be entitled to the entire row.
- 4.4.7 Stacking space will not (except to the extent driven by any "grandfathering" of the QTA Space) be "grandfathered."

5 QTA SPACE.

- 5.1 QTA Space will not, as part of any routine reallocation, be reallocated or reassigned.
- 5.2 In the event of a reallocation associated with the early termination of a Rental Car Concession, the Port reserves the right to reallocate QTA Space. Any such reallocation shall be consistent with the General Rules set forth in Section 1, but the Port may reasonably elect to reallocate less than all of the QTA Space between Rental Car Concessions to minimize the inconvenience and expense associated with such a reallocation.
- 5.3 QTA Space will, when possible and consistent with these rules, be "grandfathered."

EXHIBIT F

-- Environmental Compliance Schedule --

Environmental Issues and Associated Actions Compliance Schedule

1.0 Ongoing Operations and Maintenance

1.1. Tests/Repairs/Maintenance of Tanks, Piping, Leak Detection Systems, and Alarms [WAC 173-360-325, 335, 345, and 350].

Provide copies of records to Port within 7 days of test/repair/maintenance activity. Each IAC (or its local response contractor) must respond onsite to alarms within 24 hours and must provide copies of response/resolution records to Port within 7 days of alarm.

1.2. Spills and Overflows

Report to the Port all spills and overflows of hazardous substances that are reportable under WAC 173-360-375, the actions taken to contain and clean up the spill or overflow, the amount of spillage or overflow, and whether any spillage or overflow drained to soil, to drains, or across paved areas.

1.3. Other Chemical(s) Usage, Storage, and Disposal of Containers and Residuals

Update original information (to be provided with bid) and submit the updates to the Port within 7 days of significant changes in usage, storage, and/or disposal, but no less frequently than annually (on anniversary of lease).

2.0 Future Suspected Release or Evidence of Release(s)

2.1. System Test [WAC 173-360-370(1)]

Provide System Test report to Port within 7 days of discovery of suspected release concurrent with report to Ecology (per UST regs).

Complete repairs, replacements, upgrades, or closure needed if System Test indicates that a leak exists within 21 days of System Test and

provide repair, replacement, upgrade, or closure information to the Port within 30 days of System Test.

2.2 Site Check [WAC 173-360-370(2)]

If System Test results do not indicate leak but environmental contamination is basis for suspecting a release, complete Site Check required

under Chapter 173-360 WAC. Provide Port with a review copy of the draft Site Check Sampling Plan and 7 days to provide comments.

Incorporate Port comments on the draft Site Check Sampling Plan into the final plan. Provide Site Check Report within 60 days of System Test.

3.0 Confirmed Release(s)

3.1. Repair, replace, upgrade, or close system [WAC 173-360-370(1)(a)]

If a release is confirmed during the Site Check, complete repairs, replacements, upgrades, or system closure indicated necessary through

the Site Check within 14 days of completion of Site Check, and provide repair, replacement, upgrade, or closure information to the Port

within 30 days of completion of same.

3.2. Complete Corrective Action under UST

Regs [WAC 173-360-370(2)(a)]

If a release is confirmed during the Site Check, provide Port with a copy of the report that is due to Ecology within 24 hours of confirming a

release per WAC 173-360-372 and identify to Port intended corrective actions.

**3.2.1. Initial Response, Interim Actions,
and Free Product Removal [WAC 173-360-390
and 173-340-450]**

Within 7 days of confirming a release, report to Port actions taken to remove free product (if applicable), and within 21 days of confirming a

release, report to Port regarding all other interim actions taken per WAC 173-360-399 and 173-340-450.

3.2.2. Conduct RI/FS [WAC 173-340-450]

Provide draft RI/FS Sampling and Analysis Plan (SAP) to Port for review within 30 days of report of confirmed release; provide Port 14 days

to submit comments; incorporate Port comments into final RI/FS SAP. Provide RI report to Port within 12 weeks of Port comments on draft

RI/FS Sampling and Analysis Plan. Provide FS Report to Port within 6 weeks of Port receipt of RI Report.

3.3. Perform Cleanup [WAC 173-340-450]

3.3.1. Prepare Cleanup Action Plan

Within 90 days of Port receipt of final FS Report, submit a draft CAP to the Port for review. Provide Port 14 days to comment. Incorporate

Port comments into final CAP. Submit final CAP to Port within 4 wks of RAC receipt of Port comments on the draft CAP. *??Need to*

address possibility that RACs will want to enter into consent decree with Ecology???

3.3.2. Field Implementation of Cleanup

Action Initiate remedial actions onsite within 4 weeks of finalizing CAP, and report progress of field implementation to Port quarterly.

3.3.3. Cleanup Action Implementation

Report

Provide to Port a copy of Cleanup Implementation Report within 8 weeks of completing primary field remedial actions (e.g., excavation, installation of insitu treatment system, etc).

3.3.4. Cleanup Confirmational Monitoring

and Reporting Provide to Port copies of all periodic monitoring reports per the schedule in the CAP.

3.3.5. Characterization and Remediation

Progress Reporting

Copy Port on all correspondence with and from Ecology regarding the confirmed release; and report progress of associated activities to Port quarterly in writing.

3.3.6. Obtain No Further Action (NFA)

Determination from Ecology

Provide to the Port copies of application to Ecology for NFAs, within 14 days of submittal to Ecology; and provide to Port copies of all NFAs

received, within 14 days of receipt from Ecology.

4.0 Closure [WAC 173-360-385 and 390]

Provide Port with notice of intent to close a UST system no later than 60 days prior to the closure as well as a copy of notice of intent

required to be submitted to Ecology 30 days in advance per WAC 173-360-390. Provide to Port, concurrent with submittal to Ecology, UST

System Closure checklists within 90 days of filing Notice of Intent to Close. If evidence of a release of a hazardous substance is observed

during closure, provide notifications and reports per Item 3.0 above.

All reports, unless noted otherwise, should be in writing; references to days and weeks are based on calendar days. If any submittal due date falls on a weekend or holiday, the due date automatically becomes the next business day.

EXHIBIT G

-- Letter of Credit --

LETTER OF CREDIT

Issue Date: _____
L/C No.: _____

Applicant:
[Name and address of applicant]

Port of Seattle
2711 Alaskan Way
Seattle, WA 98121

Amount: [Insert Security Deposit
Amount - specify U.S. Dollars]

Attn: Ms. Sherry Pittman

Re: Port of Seattle Rental Car Lease and Concession Agreement effective November 1,
2004 re Seattle-Tacoma International Airport

We hereby establish this irrevocable standby Letter of Credit No. *I* _____ *I* in your favor, for an amount not to exceed the amount indicated above, expiring at *[name and address of issuing bank]* with our close of business on the Expiration Date as defined below.

Funds under this Letter of Credit are available to you against your sight draft(s) in the form of Exhibit A attached hereto and incorporated herein stating on its face: "Drawn under *[issuing bank]* Irrevocable Standby Letter of Credit No. *I* _____ *I*" and presentation to us of your written certificate(s) in the form of Exhibit B attached hereto and incorporated herein, in each case, purportedly executed by your authorized officer.

Demand for payment may be made by you at any time during our business hours at *[address of issuing bank]* on a Business Day (a day which in *[city, state of issuing bank]* is not a Saturday or Sunday or a day on which banking institutions in *[city, state of issuing bank]* are authorized or required by law to close). We will honor a facsimile drawing sent to us at *[insert facsimile number]* with the original communication to be deposited in the United States mail addressed to us within twenty-four hours of the facsimile drawing.

Our payments to you will be made in U.S. dollars and immediately available funds. All payments under this Letter of Credit shall be made strictly from our own funds and not in reliance upon the receipt of any funds from any other source, including the Applicant. A drawing certificate

which conforms to the terms and conditions hereof presented to us on or before 9:00 a.m. will be paid in immediately available funds not later than 9:00 a.m. on the next succeeding Business Day. A drawing certificate presented to us after 9:00 a.m. will be paid in immediately available funds not later than 9:00 a.m. on the second Business Day succeeding the presentation date. Any time of day specified in this Letter of Credit is considered to be local time in Seattle, Washington.

Multiple and partial drawings are permitted under this Letter of Credit. The Credit shall be reduced and reinstated as described in the following paragraphs.

The Credit shall be reduced automatically upon our payment of any drawing in the amount of the drawing honored by us.

Provided that you have not received written notice from us that we will not reinstate the amount of any drawing paid by us under this Letter of Credit within nine (9) days following our honoring of such drawing under this Letter of Credit, the Credit shall be reinstated by the dollar amount of such drawing on the tenth (10th) day following our payment of such drawing.

All correspondence and any drawings hereunder are to be directed to *[name and address of issuing bank]*.

This Letter of Credit shall automatically terminate at the close of business in Seattle Washington on the earliest of the following ("Expiration Date"): (a) the later of (i) *[]* ("Initial Stated Expiration Date") and (ii) the date to which the Initial Stated Expiration Date (or the date to which the Initial Stated Expiration Date has already been extended) may be extended (such extended date, the "Stated Expiration Date") as provided in the immediately succeeding paragraph, (b) the surrender by you of this Letter of Credit for cancellation, or (c) our honoring of a Drawing Certificate presented under this Letter of Credit as a result of which the Stated Amount is reduced to zero; provided, however, that the *[issuing bank's]* obligation to make any payment under this Letter of Credit with respect to a Drawing Certificate presented prior to the Expiration Date shall continue until payment is made. You agree to surrender this Letter of Credit promptly to the *[issuing bank]* for cancellation after the Expiration Date.

Unless terminated earlier in accordance with the provisions hereof, the Initial Stated Expiration Date or the Stated Expiration Date, as applicable, shall be automatically extended for a period of one year effective upon the Initial Stated Expiration Date or the Stated Expiration Date, as applicable, unless notice that the Initial Stated Expiration Date or such Stated Expiration Date shall not be extended is given by the *[issuing bank]* to the Beneficiary on or before the 60th Business Day prior to the Initial Stated Expiration Date or such Stated Expiration Date. Such notice from *[the issuing bank]* shall be delivered to the Beneficiary by delivery in person at the address listed below or facsimile transmission (with written confirmation by overnight courier for receipt by the Beneficiary within two Business Dates) at the following address:

Port of Seattle
Seattle-Tacoma International Airport
Airport Operations Building, 4th Floor
Pacific Highway South
Seattle, Washington 98158
Attn: Manager, Aviation Properties
Facsimile: (206)

This Letter of Credit is subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce. As to matters not covered by ISP98 and to the extent not inconsistent with ISP98 and this Letter of Credit, this Letter of Credit shall be governed by, and construed in accordance with, the internal laws of the State of Washington, without regard to its conflict of laws principles.

The number and the date of our credit and the name of our bank must be quoted on all drafts required.

[NAME OF ISSUING BANK]

Authorized Signature

EXHIBIT G (CONTINUED)

Exhibit A

SIGHT DRAFT

Date: _____

To: [Name and address of issuing bank]

Re: Irrevocable Standby Letter of Credit No. _____

At Sight, Pay to the order of the Port of Seattle, immediately available funds in the amount of _____ United States Dollars (US\$ _____) on the Business Day following the date of presentation of this Sight Draft pursuant to your Irrevocable Standby Letter of Credit No. _____.

PORT OF SEATTLE

By: _____

Name: _____

Title: _____

EXHIBIT G (CONTINUED)

Exhibit B

Drawing Request

Date: _____

[Name and address of issuing bank]

Re: Irrevocable Standby Letter of Credit No. _____

To Whom It May Concern:

The undersigned, a duly authorized officer of the Port of Seattle, hereby certifies to [issuing bank] with reference to the Letter of Credit referenced above as follows:

1. This Drawing is made in the amount of _____ United States Dollars (US\$ _____) pursuant to that certain *[Insert Agreement Title]* dated *[Insert Agreement Date]* (the "Lease").

AND

One or more of the events described in paragraphs 2, 3, 4 or 5 below has occurred:

2. The amount of the Drawing set forth in Paragraph 1 above represents amounts due us from the Applicant due to Applicant's failure to fulfill obligations under, remedy violation of, or otherwise pay damages for, the violation of the certain Environmental Covenants set forth in the Lease.

OR

3. The expiration date set forth in the Letter of Credit will occur within thirty (30) Business Days following the date hereof and the Applicant has failed to deliver a replacement or renewal letter of credit or other Security Deposit (as defined in the Lease) in an amount and in a form acceptable to us and as required under the terms of the Lease.

OR

4. We have received written notice from you that the Credit will not be reinstated in the amount of _____ United States Dollars (US\$ _____) which amount

represents a drawing which was previously honored by you on [insert date previous drawing was honored by issuing bank] in the same amount.

If this Certificate is delivered to you by facsimile, we undertake to deposit in the United States mail the original executed copy of this Certificate addressed to you within twenty-four hours of the facsimile demand.

The individual signing below hereby represents that he or she is an officer of the undersigned and is duly authorized to execute and deliver this Certificate.

Very truly yours

Port of Seattle

By: _____

Name: _____

Title: _____

EXHIBIT II

-- Current Concession Fee Reporting Form --

