

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereafter, "Agreement") is made and entered into by and between the Port of Seattle, a Washington municipal corporation (the "Port"), and Cruise Terminals of America, LLC, a Washington limited liability company ("CTA").

WHEREAS, the Port and CTA are parties to that certain Cruise Terminal Lease Agreement dated December 21, 2005 (the "Lease"); and

WHEREAS, the Port's Internal Audit Department conducted an audit of CTA's financial reporting under the Lease and identified a discrepancy in the way Gross Revenues and Allowable Expenses (as those terms are defined in the Lease) associated with parking were reported by CTA under the Lease (the "Audit Finding"); and

WHEREAS, the Port conducted a detailed examination of the Audit Finding for the period from the commencement of the Lease through December 31, 2011 and calculated that CTA underpaid certain amounts for (i) Percentage Rent and Savings Rent (as those terms are defined in the Lease) and (ii) leasehold excise tax under Chapter 82.29A of the Revised Code of Washington. In addition, the Port asserted it was also entitled to certain additional amounts for late fees, interest and audit costs; and

WHEREAS, CTA disputes that it underpaid Percentage Rent and Savings Rent as calculated by the Port or that the Port is due any late fees, interest or audit costs; and

WHEREAS, the parties wish to avoid the expense and risk of litigation and desire to settle the dispute related to the payment of amounts related to the Audit Issue;

NOW, THEREFORE, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Payment. CTA shall pay to the Port the total sum of seven hundred seventy three thousand eight hundred fifteen dollars and no cents (\$773,815.00) within thirty days of full execution of this Agreement. This amount is in addition to any amounts previously paid by CTA under protest for calendar year 2011, and by this Agreement CTA further withdraws the protest as to such amount. For purposes of accounting under Section 458-29A-200 of the Washington Administrative Code, the amount set forth in this paragraph consists of \$718,419 in Percentage Rent and Savings Rent (as calculated in that certain spreadsheet prepared by the Port dated February 14, 2012), \$30,443 of leasehold excise tax and \$24,953 in audit fees.

2. Future Reporting. For the period January 1, 2012 through the end of the Lease (as the same may be extended), the parties agree that Gross Revenues and Allowable Expenses associated with parking shall be reported separately (i.e. on a "gross" rather than "net" basis as identified in the Audit Finding) and Percentage Rent and Savings Rent calculated accordingly.

3. Release. The Port and CTA hereby release and discharge each other from any other claims relating to the Audit Finding for the period from the Lease's effective date through December 31, 2011, specifically including (but not limited to) any potential claim by the Port for late fees and/or interest associated with the amounts paid by CTA under this Agreement.

4. No Admission of Liability. It is expressly understood and agreed that this Agreement is entered into as, and represents a compromise of, disputed claims, and that the acceptance of this Agreement and settlement shall not be construed as an admission of liability on the part of any party.

5. Entire Agreement. This Agreement represents the entire agreement and understanding of the Parties relative to its subject matter. The Parties agree that, in entering into

this Agreement, they are not relying upon any representations other than those expressly set forth herein.

6. Washington Law. This Agreement shall be construed in accordance with the laws of the State of Washington without regard to any rules or principles of conflict of laws that might otherwise have required the application of the law of another jurisdiction.

7. Fair Interpretation. The Parties acknowledge that each party has participated in the drafting of this Agreement. For purposes of interpreting this Agreement, each provision will be deemed to have been jointly drafted by the Parties. The Parties intend for this Agreement to be construed and interpreted neutrally, in accordance with the plain meaning of its language, and not presumptively construed against any actually or purported drafter of any specific language contained in it.

8. Counterparts. This Agreement may be executed in counterparts and when the parties have signed and delivered to each other at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one agreement that shall be binding upon and effective as to all Parties. Facsimiles shall constitute originals and proof of valid execution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the following dates, the latter of which shall constitute its Effective Date:

PORT OF SEATTLE

CRUISE TERMINALS OF AMERICA, LLC

By: _____
Its: _____

By: _____
Its: _____

Dated: _____

Dated _____