

FIRST AMENDMENT TO BELL STREET CRUISE TERMINAL SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO BELL STREET CRUISE TERMINAL SUBLEASE AGREEMENT (“FIRST AMENDMENT TO SUBLEASE”) is made as of _____, 20____, by and between the PORT OF SEATTLE, a Washington municipal corporation (“the Port”) and Tenant, as defined in Section 1.44 of the Prime Lease.

WHEREAS, the Port has leased the Bell Street Cruise Terminal Area to Tenant under that certain Bell Street Cruise Terminal Lease Agreement of August 14, 2015 (the “Prime Lease”); and

WHEREAS, the parties entered into a Bell Street Cruise Terminal Sublease Agreement dated August 14, 2015 (the “Sublease”); and

WHEREAS the Port and Tenant are amending and assigning the Prime Lease by a First Amendment to Bell Street Cruise Terminal Lease Agreement and a Conditional Consent to Assign; and

WHEREAS, the parties now wish to revise the Sublease as described below.

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

1. References in the Sublease to the “Extension Period” shall include the “First Extension Period” and the “Second Extension Period” as defined in Sections 3.2 and 3.3 of the Prime Lease.
2. References in the Sublease to “NCLH” shall be replaced with “Tenant” as that term is defined in Section 1.44 of the Prime Lease.
3. New Exhibit B-1 is attached hereto and incorporated herein, superseding previous Exhibit B.
4. Except as expressly amended herein, all provisions of the Sublease shall remain in full force and effect.

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

acknowledged said instrument to be the free and voluntary act and deed of said individual/entity, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

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

(Signature)

(Print Name)

Notary Public, in and for the State of Florida,
residing at _____

My Commission expires: _____

EXHIBIT B-1

- Sublease Rent -

<i>Period</i>	<i>Sublease Rent</i>
End of Season 2017 – Beginning of Season 2018	\$310,700
End of Season 2018 – Beginning of Season 2019	\$324,700
End of Season 2019 – Beginning of Season 2020	\$339,300
End of Season 2020 – Beginning of Season 2021	\$354,500
End of Season 2021 – Beginning of Season 2022	\$370,400
End of Season 2022 – Beginning of Season 2023	\$387,100
End of Season 2023 – Beginning of Season 2024	\$404,600
End of Season 2024 – Beginning of Season 2025	\$422,800
End of Season 2025 – Beginning of Season 2026	\$441,900
End of Season 2026 – Beginning of Season 2027	\$461,800
End of Season 2027 – Beginning of Season 2028	\$482,500
End of Season 2028 – Beginning of Season 2029	\$504,100
End of Season 2029 – Beginning of Season 2030	\$526,800
End of Season 2030 – Beginning of Season 2031	\$550,500
End of Season 2031 – Beginning of Season 2032	\$575,200
End of Season 2032 – Beginning of Season 2033	\$601,100
End of Season 2033 – Beginning of Season 2034	\$628,200
End of Season 2034 – Beginning of Season 2035	\$656,400
First Extension Period	
End of Season 2035 – Beginning of Season 2036	\$685,900
End of Season 2036 – Beginning of Season 2037	\$716,800
End of Season 2037 – Beginning of Season 2038	\$749,100
End of Season 2038 – Beginning of Season 2039	\$782,800
End of Season 2039 – Beginning of Season 2040	\$818,000
Second Extension Period	
End of Season 2040 – Beginning of Season 2041	\$854,800
End of Season 2041 – Beginning of Season 2042	\$893,300
End of Season 2042 – Beginning of Season 2043	\$933,500
End of Season 2043 – Beginning of Season 2044	\$975,500
End of Season 2044 – Beginning of Season 2045	\$1,019,400