

THIRD AMENDMENT
TO
CONSOLIDATED RENTAL CAR FACILITY
LEASE AGREEMENT

THIS THIRD AMENDMENT to the Consolidated Rental Car Facility Lease Agreement ("Lease Agreement") is entered into this 17th day of April, 2025, by and between the PORT OF SEATTLE, a Washington municipal corporation, (the "Port") and [REDACTED] ("Operator" and/or "Concessionaire").

W I T N E S S E T H :

WHEREAS, the Port and Operator entered into the Lease Agreement dated June 18, 2008, covering, among other things, Operator's occupancy, buildout, operation, and maintenance of certain described Premises at the Consolidated Rental Car Facility at Seattle-Tacoma International Airport; and

WHEREAS, the Port and Operator (identified as "Concessionaire" in the Concession Agreement) also entered into the Concession Agreement dated June 1, 2010, for, among other things, the nonexclusive right to operate and arrange rental car and related services for Airport Customers; and

WHEREAS, the Port and Operator entered into a First Amendment dated July 8th, 2021, for, among other things, modifying the calculation of the Minimum Annual Guarantee and Relief for Exceptional Circumstances; and

WHEREAS, the Port and Operator entered into a Second Amendment dated June 5, 2024, to both the Lease Agreement and Concession Agreement to provide adjustments to the collection of Minimum Annual Guarantee is to be paid in equal, monthly installments; and to the Relief for Exceptional Circumstance clause provides for adjustments to certain monthly installments and annual Minimum Annual Guarantee charges in the event the level of Enplaned Passengers drops below a specified level; and

WHEREAS, the Port and Operator now desire to amend the Lease Agreement to provide a mutually beneficial mechanism in which certain work can be performed by the Operators to the Consolidated Rental Car Facility to facilitate operational needs in support of Major Maintenance or a project related to Major Maintenance; and

WHEREAS, the Port and Operator understand and agree that the one million dollar (\$1,000,000.00) cap set forth in Section 6.3.1.3 below may be adjusted in the future by further amendment to the Agreement if necessary subject to the Port's Delegation of Responsibility and Authority at that time

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

A. Section 6.3.1.3 shall be added to the Lease Agreement as follows:

6.3.1.3 Consolidated Rental Car Facility Operational Needs.

“In the event the parties agree that there is an operational and/or maintenance need for the Operators to perform work to the Consolidated Rental Car Facility or Consolidated Rental Car Facility Site in support of Major Maintenance or a project related to Major Maintenance that facilitates an operational need, and the cost to perform the work is less than one hundred fifty thousand dollars (\$150,000.00), the Operators, through the Facility Manager, shall complete the work and the cost of such work shall be credited against the Reimbursable O&M costs. The cost of such work must be obtained prior to the Facility Manager contracting for such work by obtaining bids to perform such work. These bids shall be shared with the Port and the parties shall agree upon the cost of such work which shall be commercially reasonable. In no event shall the cumulative cost of all work performed under this Section 6.3.1.3 exceed one million dollars (\$1,000,000.00) over the term of the Lease Agreement. Notwithstanding the foregoing or anything in the Lease Agreement to the contrary, a decision by the Operators to perform work pursuant to this Section 6.3.1.3 shall not serve to expand, shift, or otherwise modify any responsibility, duty, or obligation described under the Lease Agreement.”

B. Section 6.3.2 is amended to add the following:

“In the event there are credits due against the Reimbursable O&M as described in Section 6.3.1.3, the Facility Manager shall submit to the Port within sixty (60) days of completion of the work, a detailed invoice with reasonable sufficient back up, including receipts, demonstrating the agreed upon work to be performed. Such credits shall be applied against the Reimbursable O&M within thirty (30) days of receipt of such invoice up to the amount of the Reimbursable O&M. In the event there are still credits remaining, they shall be applied against the next month's Reimbursable O&M payment until such credits have been fully applied regardless of if the credits run into the next Agreement Year.”

C. Except as expressly amended herein, all other terms, covenants and conditions of the Lease Agreement shall remain unchanged and in full force and effect.

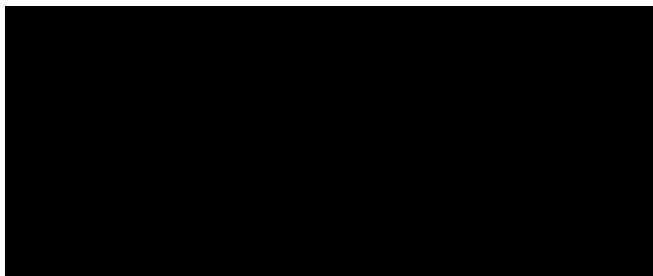
D. Counterparts. This Third Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument. Each party acknowledges and agrees it will not contest the validity or enforceability of this Third Amendment, including under any applicable statute of frauds,

because it was accepted and/or signed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Consolidated Rental Car Facility Lease Agreement as of the date first above written.

PORT OF SEATTLE
a Washington municipal corporation

By: Jeffrey Wolf
Name: Jeffrey Wolf
Its: Director, for Commercial Management



STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jeffrey Wolf is the person who appeared before me, and said person acknowledged that ~~(he)~~^(she) signed this instrument, on oath stated that ~~(he)~~^(she) was authorized to execute the instrument and acknowledged it as the D. r. Av. Commercial Dept of the PORT OF SEATTLE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 17th day of April, 2025

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



Denise A. Staack-Wagner
Notary Public in and for the State of Washington, residing at

Bellevue
My Commission Expires: 8/15/2027