

THIS SECOND AMENDMENT TO FUEL SYSTEM LEASE ("Second Amendment"), dated as of _____, 2013, by and between the PORT OF SEATTLE, a Washington municipal corporation, as lessor (the "Port"), and SEATAC FUEL FACILITIES LLC, a Delaware limited liability company, as lessee ("Lessee") amends the Fuel System Lease by and between the Port and the Lessee, dated as of May 14, 2003, as amended pursuant to the First Amendment to Fuel System Lease Agreement dated August 31, 2007 ("Lease").

RECITALS

A. Pursuant to Resolution No. 3504, as amended, adopted by the Commission of the Port on April 22, 2003, the Port issued its \$121,410,000 Port of Seattle Special Facility Lease Revenue Bonds (SEATAC Fuel Facilities LLC), Series 2003 ("2003 Bonds") to finance costs of undergrounding the Airport's aircraft fuel delivery system ("Fuel System"), located on the Premises leased to the Lessee pursuant to the Lease.

B. Pursuant to Resolution No. 3680, amending and restating Resolution No. 3504 adopted by the Commission of the Port on May 14, 2013 (the "Bond Resolution"), the Port has issued its Port of Seattle Special Facility Lease Revenue Refunding Bonds (SEATAC Fuel Facilities LLC), Series 2013 ("2013 Bonds") to refund the 2003 Bonds.

C. The Port has constructed improvements that it desires be incorporated into the Fuel System in connection with a realignment of air carrier operations at the Airport.

D. The Port and the Lessee now desire to amend the Lease to provide for the incorporation of the improvements by the Port into the Fuel System and, in consideration therefor, for additional rent to be paid by the Lessee. This additional rent is to be paid directly to the Port and, consistent with other additional rent paid directly to the Port under the Lease, will not constitute Pledged Lease Revenue under the Bond Resolution.

E. Pursuant to Section 7(b) of the Bond Resolution, the Port and the Lessee may amend or supplement the Lease from time to time and without the consent or concurrence of the Trustee or the Owner of any Bond t to add covenants and agreements of the parties that are not contrary to or inconsistent with the covenants and agreements of the parties contained in the Lease, LLC Agreement, Interline Agreement, Security Agreement or Guaranty ("Lessee Agreements").

F. An amendment of the Lease to provide for the payment of additional rent in consideration for improvements to the Fuel System to be paid or financed by the Port adds to the covenants and agreements of the parties, and is not contrary to or inconsistent with the covenants and agreements of the

parties contained in the Lessee Agreements.

G. The Port and Lessee have also agreed on the periodic readjustment of the Base Rent payable by Lessee to the Port under Section 4.1(b)(ii) of the Lease.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

Section 1. Definitions; Rules of Construction. Except as otherwise defined in this Second Amendment, capitalized terms and phrases used herein shall have the meanings set forth in Part I of Appendix A attached to the Lease, unless the context or use indicates another meaning or intent. The provisions of this Second Amendment shall be construed in accordance with the provisions of Part II of Appendix A attached to the Lease.

Section 2. Definitions.

(a) *Amended Definition.* The definitions of "Fuel System" and "Premises" set forth in Part I of Appendix A attached to the Lease are hereby amended and restated to read as follows:

Fuel System means any system for the receipt, storage, transmission and delivery of Fuel at the Airport located on the Premises and all improvements, fixtures and personal property constructed and/or situated thereon and shall include the completed portions of the Fuel Hydrant Project and the Fuel Hydrant System Additions Project, which become a part of the Premises in accordance with the terms and conditions of this Lease.

Premises means the real property consisting of the Land, Tank Farm Improvements, the North Truck Rack, the Twelve-Inch Pipeline System and the Right-of-Way, the Fuel Hydrant Project and the Fuel System Additions Project, together with any additions, improvements, modifications or extensions, and less any deletions, to the Premises pursuant to Section 2.1 or Section 2.2.

(b) *New Definitions.* In addition, new definitions are added to Part I of Appendix A attached to the Lease as follows:

Fuel Hydrant System Additions Project means the Fuel Hydrant System Additions Project as set forth in Part II of Exhibit A that become part of the Premises in accordance with the terms and conditions of this Second Amendment and the Lease, constructed as part of the Port's Exterior Gate Improvements Airline Realignment - (CIP #C800472), to accommodate a realignment of air carrier operations at the Airport, including (i) twelve (12) fuel hydrant valve pits to accommodate aircraft gate

reassignments at Concourses A, B, D and the South Satellite; and (ii) related project elements including demolition of concrete panels, soil excavation, installation of fuel pit assemblies, addition of new pipe connections from new valve pits to existing pipes, and pouring new concrete panels.

Fuel Hydrant System Additions Project Rent means additional rent of Sixteen Thousand Two Hundred Thirty-Three Dollars and Fifteen Cents (\$16,233.15) per month beginning on the Fuel Hydrant System Additions Rent Commencement Date and on the first (1st) day of each month thereafter, calculated by the Port to reflect the Fuel Hydrant System Additions Project cost of Two Million Two Hundred Eighty Five Thousand Two Hundred Eight Dollars (\$2,285,208), adjusted to include costs of change orders representing (i) additional costs based on requests by individual Air Carriers for design revisions associated with the placement of the fuel hydrant valve pits at terminal gates, and (ii) unforeseen circumstances discovered after commencement of construction of the Fuel Hydrant System Additions Project.

Fuel Hydrant System Additions Project Rent Commencement Date means April 1, 2013.

Section 3. Premises. Section 2.1 (a) (ii) of the Lease (*Commencement of Possession*) is hereby amended and restated to read as follows:

The Lessee shall be entitled to possession of the existing Premises (including the Tank Farm Land, the Tank Farm Improvements, the North Truck Rack and the South Truck Rack) on the Lease Commencement Date. The Lessee shall be entitled to exercise its rights in the Right-of-Way containing the Twelve-Inch Pipeline System on the Lease Commencement Date. The Lessee shall be entitled to possession of the Operations Center Land upon Completion of the Operations Center that is part of the Fuel Hydrant Project. The Lessee shall be entitled to possession of the Tank Farm Renovations that are part of the Fuel Hydrant Project upon Completion of such Tank Farm Renovations. The Lessee shall be entitled to possession of the remainder of the Fuel Hydrant Project and to exercise its rights in the Right-of-Way containing the pipelines, hydrant pits, vaults that are part of the Fuel Hydrant Project upon Completion of the remainder of the Fuel Hydrant Project. The Lessee shall be entitled to possession of the Fuel Hydrant System Additions Project and to exercise its rights in the Right-of-Way containing the pipelines, hydrant pits, vaults that are part of the Fuel Hydrant System Additions Project as of the Fuel Hydrant System Additions Project Rent Commencement Date. The Port and Lessee

agree that the South Truck Rack has been demolished and is deleted from the Premises as of July 26, 2006.

Section 4. Acceptance of the Improvements. Section 2.2 of the Lease is hereby amended and restated to read as follows:

The Lessee acknowledges and agrees that the Lessee is leasing from the Port real property consisting of the Tank Farm Land, the Tank Farm Improvements and the North Truck Rack, and acquiring rights in the Twelve-Inch Pipeline System in their present condition and that the Port has made and will make no representations as to the condition of the Premises and no representations as to the fitness or suitability for the Lessee's use for the operation of the Fuel System. The Lessee has examined the Tank Farm Land, the Tank Farm Improvements, the North Truck Rack, and the Twelve-Inch Pipeline System and accepts the foregoing in their current condition. Lessee agrees to make any changes in the Tank Farm Land, the Tank Farm Improvements, the North Truck Rack and the Twelve-Inch Pipeline System necessary to conform to known federal, state and local law, except for the remediation of Pre-Existing Contamination. The Lessee also agrees that the Premises are suitable for operation of the Fuel System. The Lessee has accepted the Operations Center Land, the Operations Center, the Tank Farm Renovations and the remaining pipelines, hydrant pits and vaults that became part of the Fuel System following completion of the Fuel Hydrant Project. The Lessee also accepts the Fuel Hydrant System Additions Project as part of the Premises. The parties agree that acceptance of the Premises by the Lessee as provided in this Section 2.2 does not create any liability for the Lessee in respect of Pre-Existing Contamination.

Section 5. Revisions to Legal Descriptions. Consistent with Section 2.1(d) of Lease, the Port and the Lessee acknowledge and agree that (i) the description of the Premises as set forth in Part II of Exhibit A to the Lease attached to this Second Amendment, revised to incorporate the Fuel Hydrant Project and the Fuel Hydrant System Additions Project, is incorporated into the Lease in substitution for the drawing originally attached as Part II of Exhibit A to the Lease, and (ii) the legal description of the South Truck Rack originally attached as Part IV of Exhibit A to the Lease is deleted.

Section 6. Base Rent. Section 4.1(b)(i) of the Lease is hereby amended and restated to read as follows:

Base Rent for the Land shall be paid monthly, in advance, on or before the 1st day of each month during the Term of this Lease, and shall be computed as follows: \$0.64/sq. ft./yr. (based on initial square footage of the Land, a total of 375,408 sq. ft., the amount of such monthly payment

shall be \$20,021.76, prior to any adjustment pursuant to Section 2.1), subject to further adjustments pursuant to Section 4.1(b)(ii). In the event that the square footage of Land to be leased under this Lease is adjusted pursuant to Section 2.1, the dollar amount of Base Rent due hereunder shall likewise be adjusted.

Section 7. Base Rent Adjustment. The Port and Lessee agree that, pursuant to adjustments in accordance with Section 4.1(b)(ii) of the Lease, the Base Rent payable by the Lessee for the rental period commencing June 1, 2012, is Forty-Nine Thousand Three Hundred Eighty-Nine and 46/100 Dollars (\$49,389.46) per month, computed as follows:

$$464,842 \text{ sq.ft. @ } \$1.275/\text{sq.ft./yr.} = \$592,673.55/\text{yr.} \div 12 = \$49,389.46/\text{mo.}$$

Section 8. Additional Rent. Section 4.2(a) of the Lease is hereby amended and restated to read as follows:

During the Term, Lessee shall pay the following as additional rent (such items are collectively referred to herein as "Additional Rent", which term shall also include any fee, charge, reimbursement or other amount (other than Facilities Rent, Base Rent, and amounts due under Section 4.1(c)) required to be paid by Lessee under this Lease):

(a) *Additional Payments.* Within thirty (30) days after written demand therefor (by the Port or the Trustee, as the case may be) additional payments as follows; except that Fuel Hydrant System Additions Project Rent under subsection (iv) shall be payable to the Port at the times set forth in the definition thereof, without any need for written demand:

(i) To the Trustee or fiscal agency, as applicable, its reasonable fees and expenses as trustee, bond registrar and paying agent, including the reasonable fees and expenses of its outside attorneys and agents and any other amounts due to the Trustee under the Resolution or Supplemental Resolution ("Trustee Fees"), plus any Rebate Amount;

(ii) To the Port, reimbursement for all reasonable costs and expenses paid or incurred by the Port, including reasonable fees and disbursements of counsel (both in-house and outside), and for all other liabilities incurred by the Port, in each case in satisfaction of any obligations of Lessee not performed by Lessee as required hereunder;

(iii) To the Port, as reimbursement for or prepayment of all costs, expenses and liabilities paid or incurred, or to be paid or incurred, at the request of the Lessee or as required by this Lease, by the Port or any of its members, officers, employees or agents, including reasonable fees and disbursements of counsel (both in-house and

outside) and including costs of calculating any Rebate Amount; and

(iv) To the Port, Fuel Hydrant System Additions Project Rent.

In the event the Port is represented by in-house attorneys in connection with (ii), (iii) or (iv) above, such attorneys' fees shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle; provided that, the Lessee shall only be required to pay to the Port the difference between the total attorneys fees owned by Lessee and the amount direct billed to the Port by its in-house counsel.

Section 9. Security for Base Rent and Certain Additional Rent Payments. The third (3rd) paragraph of Section 4.5 of the Lease is hereby amended and restated to read as follows:

The Port may apply all or part of the cash deposit or Surety to unpaid Base Rent and to unpaid Additional Rent described in subsections 4.2(a)(ii), 4.2(a)(iii), 4.2(a)(iv), 4.2(b), 4.2(c), 4.2(d) and 9.2(b) or any other unpaid sum due hereunder (excluding Facilities Rent) including but not limited to Termination Cleanup Costs or other amounts payable by Lessee pursuant to the Termination Assessment Report required pursuant to Section 9.5, or to cure other defaults of Lessee. If the Port uses any part of the cash deposit or Surety as permitted in this Lease, Lessee shall restore the cash deposit or Surety to an amount acceptable to the Port within ten (10) days after the receipt of the Port's written request to do so. The Trustee shall not be entitled to receive or hold the cash deposit, Surety or any proceeds thereof.

Section 10. Fuel Hydrant Pit Addition Project. Section 5.1 of the Lease is hereby amended and restated to read as follows:

Section 5.1 Payment of Costs. The Port shall cause the Fuel Hydrant Project to be designed and constructed in accordance with the Construction Specifications and the terms of this Lease. The Costs of the Fuel Hydrant Project shall be financed or refinanced with the proceeds of the Series 2003 Bonds and, if necessary, with the proceeds of Completion Bonds. The Port also agrees that it will take whatever action is required and legally available to terminate the United Farm Fuel Lease if at the time the Fuel Hydrant Project is first Completed the United fuel farm has access to Fuel through the Six-Inch Delivery Lines and if United has access to the United fuel farm. The Port has caused the Fuel Hydrant System Additions Project to be designed and constructed in accordance with the Fuel Hydrant System Additions Project construction specifications dated January 30, 2012, and the terms of this Lease. The Lessee acknowledges and agrees that it has approved

the construction specifications dated January 30, 2012, for the Fuel Hydrant System Additions Project.

Section 11. Amendment. Section 15.6 of the Lease is hereby amended and restated to read as follows:

This Lease may not be amended or modified except by a written instrument executed by both the Port and Lessee, and further subject to any additional limitations that may be established in the Resolution. So long as the Bonds or any Reimbursement Obligations are outstanding, this Lease may not be amended without the written consent of the Bond Insurer; *notwithstanding the foregoing*, Lease amendments solely for the purpose of adjusting the Base Rent pursuant to Section 4.1(b), together with corresponding adjustments to Section 4.5 of the Lease, and Lease amendments permitted by the terms of Sections 2.1(d) or 6.14 of the Lease may be made without the approval of a Credit Facility provider, if any, by written agreement of the Port and Lessee.

Section 12. Ratification and Confirmation. All other terms and conditions of the Lease are hereby ratified and confirmed.

THE PORT OF SEATTLE

By: _____
Title: _____

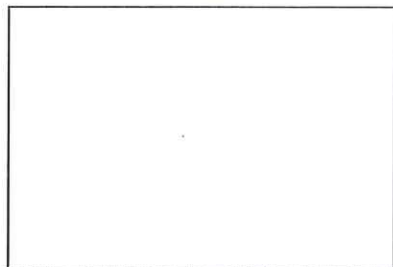
SEATAC FUEL FACILITIES LLC

By: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of the PORT OF SEATTLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2013.



(Use this space for notarial stamp/seal)

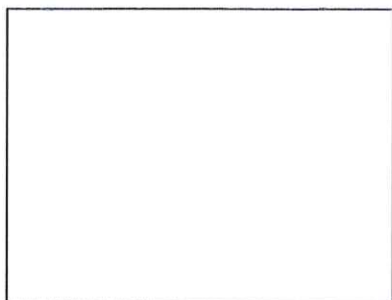
Notary Public
Print Name _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of SEATAC FUEL FACILITIES LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

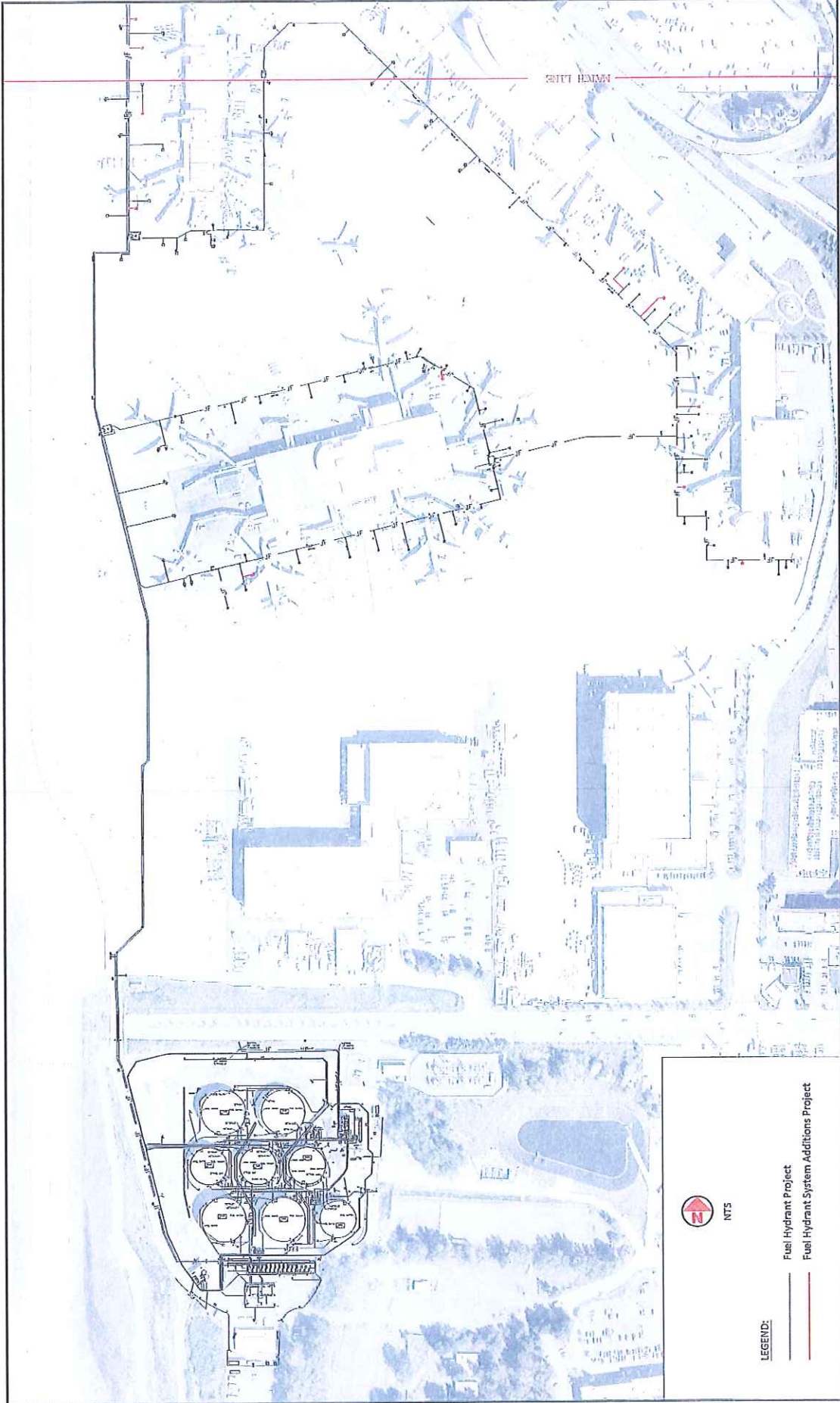
Dated: _____, 2013.



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____

My commission expires _____



Fuel Hydrant Project
Fuel Hydrant System Additions Project

LEGEND:

— Fuel Hydrant Line
 ○ Hydrant

SEA-TAC INTERNATIONAL AIRPORT
 Project: Fuel Hydrant System Additions Project
 Client: Seattle-Tacoma International Airport
 Designer: Seotac Fuel Facilities LLC

PROJECT INFORMATION
 SHEET NO: 131008-1 OF 2
 DATE: 10/15/13

REVISIONS

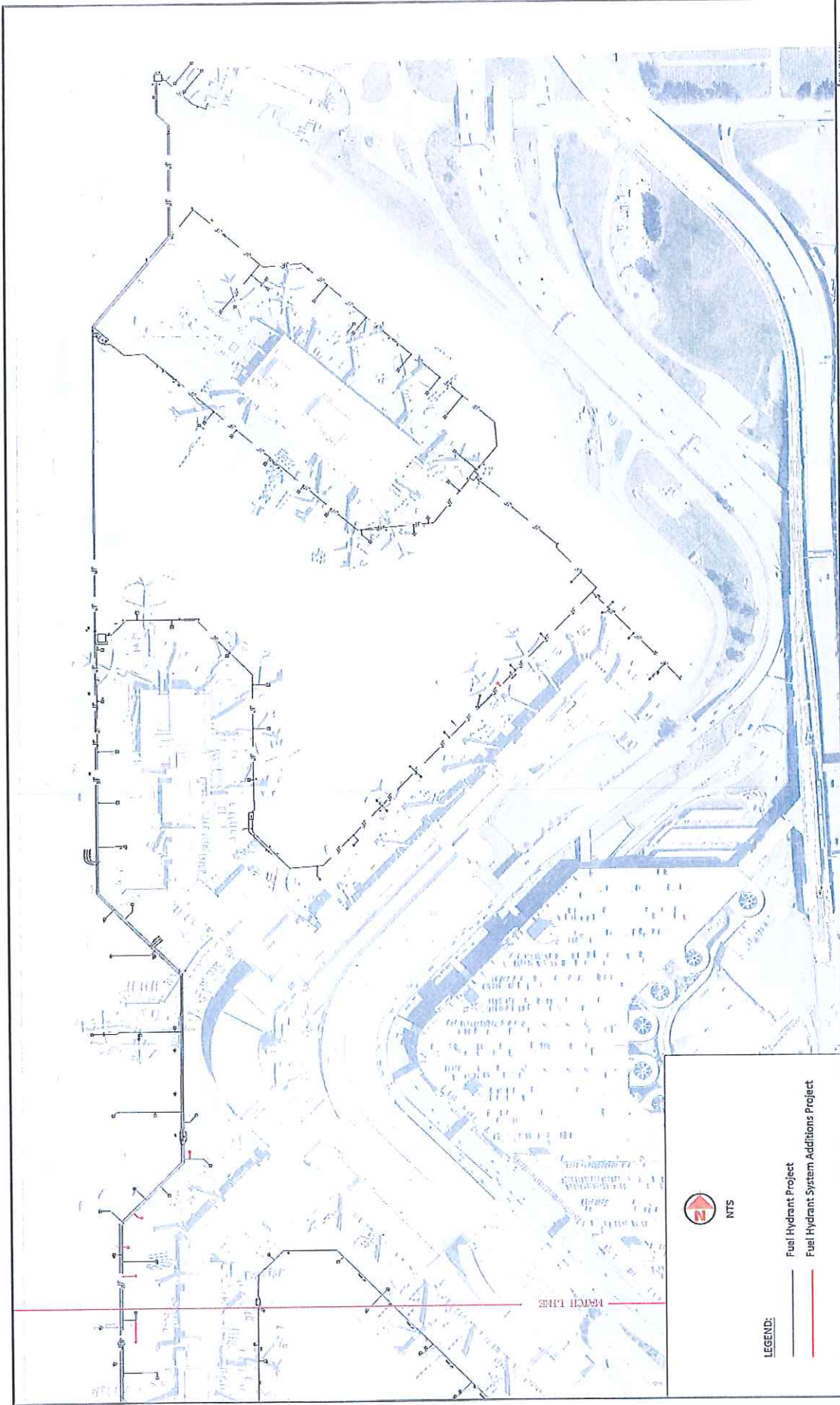
NO.	DATE	DESCRIPTION	BY	CHK

APPROVALS

NO.	DATE	NAME	TITLE

PROJECT INFORMATION
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]
 SCALE: [Scale]
 PROJECT NO: [Project No.]

CALL 2 DAYS BEFORE YOU DIG
 1-800-424-5555



LEGEND:
 Fuel Hydrant Project
 Fuel Hydrant System Additions Project

CALL 2 DAYS
 BEFORE YOU DIG
 1-800-424-5355

Port of Seattle SEA-TAC INTERNATIONAL AIRPORT
 Exhibit A, Part III: Diagram of the Fuel Hydrant Project and Fuel Hydrant System Additions Project
 Project: SeaTac Fuel Facilities LLC
 131008-1 2 of 2

DATE: 10/13/13
 DRAWN BY: J. WATTS
 CHECKED BY: J. WATTS
 DATE: 10/13/13

PROJECT: SEA-TAC FUEL FACILITIES
 SHEET: 131008-1 2 OF 2

REVISIONS		DATE	BY	DESCRIPTION

DATE: 10/13/13
 DRAWN BY: J. WATTS
 CHECKED BY: J. WATTS
 DATE: 10/13/13

PROJECT: SEA-TAC FUEL FACILITIES
 SHEET: 131008-1 2 OF 2

