

SECOND AMENDMENT
TO
GENERAL AVIATION LEASE AGREEMENT

THIS SECOND AMENDMENT to General Aviation Lease Agreement is entered into the ___ day of [Month], [Year] (the "Effective Date"), by and between the PORT OF SEATTLE, a Washington municipal corporation (herein the "Port"), and AIRCRAFT SERVICE INTERNATIONAL, INC., a Delaware corporation (herein "Lessee").

W I T N E S S E T H :

WHEREAS, the Port and Lessee entered into a certain General Aviation Lease Agreement dated October 18, 2005, as amended (herein the "Lease") covering Lessee's occupancy of certain described Premises at the Seattle-Tacoma International Airport for operation of a general aviation facility; and

WHEREAS, the Port has requested Lessee collect certain fees related to general aviation operations at the Airport that are owed to the Port by customers of Lessee; and

WHEREAS, Lessee is agreeable to collecting these fees on the Port's behalf in exchange for a reduction in the Premises;

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

1. Effective on the Effective Date, Section 1.1, Premises, is hereby deleted and replaced with the following:
 - 1.1 Premises. The Port hereby leases to Lessee, and Lessee hereby leases from the Port, approximately twenty-nine thousand five hundred sixty-nine (29,569) square feet of land at the south end of the airfield at the Seattle-Tacoma International Airport ("the Premises"). A legal description of the Premises is attached as Exhibit A-1 and a drawing reflecting the exact location of the Premises is attached as Exhibit B-1. Subject to the rights reserved to the Port in this Lease, the Premises include any improvements and appurtenances located on the Premises.
2. In the event that the Effective Date falls on any day other than the first of the month, then the Base Rent for the month in which the Effective Date falls shall be calculated,

(as generally provided in Section 3.1 of the Lease) on a daily basis utilizing the size of the Premises before and after the adjustment provided by Paragraph 1 of this Second Amendment. In the further event that Lessee has paid Base Rent for the month in which the Effective Date falls, Lessee shall be entitled to a credit against future Base Rent for the amount of any overpayment.

3. Effective on the Effective Date, a new Section 25 is hereby added to the Lease as follows:

**SECTION 25: COLLECTION OF GENERAL AVIATION FEES ON PORT'S
BEHALF**

25.1 Definitions. The following definitions shall apply to this Section 25.

25.1.1 "General Aviation Fees" shall mean the sum of Landing Fees and Parking Fees.

25.1.2 "Landing Fees" shall mean the fees owed the Port by Lessee's Customers pursuant to the Schedule of Landing Fees – Non-Signatory and/or Transient Aircraft section of the Sea-Tac International Airport Airport Tariff No. 1, as the same may now exist or in the future be revised.

25.1.3 "Lessee's Customers" shall mean those operators of general aviation aircraft serviced by Lessee at Seattle-Tacoma International Airport.

25.1.4 "Parking Fees" shall mean the fees owed the Port by Lessee's Customers pursuant to the Schedule of Parking/Cargo Operations Area Charges section of Sea-Tac International Airport Airport Tariff No. 1, as the same may now exist or in the future be revised.

25.2 Collection of General Aviation Fees. Lessee shall collect, on behalf of the Port, the General Aviation Fees owed to the Port by Lessee's Customers at the time of service.

25.2.1 Lessee shall calculate the General Aviation Fees as directed by the Port. A draft invoice (in Microsoft Excel format) is attached to this Second Amendment reflecting the current manner in which the General Aviation Fees shall be calculated and charged. The Port will provide Lessee at least ten (10) days' written notice of any change in the Landing Fees and/or Parking Fees rates or the manner in which either is to be calculated.

25.2.2 Lessee shall accurately record all information necessary for the calculation of the General Aviation Fees (including, without limitation, the tail number of for all Lessee's Customers) and generate a uniquely numbered invoice for each of Lessee's Customers.

25.2.3 General Aviation Fees shall be paid by Lessee's Customers exclusively by credit card utilizing a credit card processing terminal to be provided by the Port of Seattle. All General Aviation Fees collected by Lessee will, through this terminal, be immediately deposited into a bank account designated and controlled by the Port. Lessee shall not commingle General Aviation Fees with any other revenues owed Lessee by Lessee's Customers and shall not, due to the requirements related to the handling of public funds, accept cash, check or other negotiable instrument for payment of the General Aviation Fees.

25.2.4 Lessee shall submit a statement of General Aviation Fees collected by Lessee for each month, on or before the fifth (5th) day of the following month. Such statement shall show such detail and breakdown as may be required by the Port. Lessee shall specifically also provide the Port with a copy of unique invoice generated pursuant to Section 25.2.2 for each of Lessee's Customers.

25.3 Accounting Records. Lessee covenants and agrees that it will establish and maintain an accounting system in accordance with generally accepted accounting principles and otherwise satisfactory to the Port for the determination of the General Aviation Fees and Service Fee (the "Records"). Lessee shall maintain the Records relating to the operation permitted by this Agreement in the Puget Sound region and for a period of at least two (2) years after the end of each calendar 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 Lessee, at its option, may deliver such Records into the custody of the Port.

25.4 Right to Audit. The Port shall have the right to time to inspect and audit, through its accountants or representatives, Lessee's Records with reference to the determination of the General Aviation Fees, and Lessee shall make or cause to be made the Records readily available for such examination. The Port may undertake such inspection and/or audit at any reasonable time and from time to time. In the event that Lessee's Records are not maintained in the Puget Sound region, they shall be made available for audit locally within five (5) business days of a request by the Port, or Lessee shall pay in full, any travel and related expenses of Port representative(s) to travel to the location outside the Puget Sound region. Lessee shall not, however, be liable to the Port for any failure to collect the General Aviation Fees unless the audit reveals that Lessee failed to act in good faith in the collection of the General Aviation Fees or otherwise acted in gross disregard of the direction provided by the Port pursuant to Section 25.2.1. In the event that Lessee collected any General Aviation Fees but failed to remit the same to the Port, Lessee shall immediately remit the same to the Port together with interest at 12% per year from the date originally due until paid and, if the audit reveals a discrepancy

of more than two percent (2%) of the General Aviation Fees collected by Lessee, Lessee shall further pay the cost of the audit.

- 4. Except as amended herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to General Aviation Lease Agreement as of the date first above written.

PORT OF SEATTLE
a municipal corporation

AIRCRAFT SERVICE INTERNATIONAL INC
a Delaware corporation

By _____
Its _____

By _____
Its _____

STATE OF _____)
_____) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ 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 _____ of the _____, a corporation of the State of _____, 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 _____ day of _____, 20__.

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

Notary Public in and for the State of _____,
residing at _____
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/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ 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 _____ day of _____, 20__.

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

Notary Public in and for the State of Washington,
residing at _____
My Commission Expires: _____