

**FIFTH AMENDMENT TO
AIRPORT BUILDING/GROUND LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND
AIRCRAFT SERVICE INTERNATIONAL, INC.**

THIS FIFTH AMENDMENT (this "Amendment") is made and entered into _____, 2007 by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and Aircraft Service International, Inc. ("LESSEE"), a Delaware corporation, having its office and principal place of business at 201 South Orange Avenue, Suite 1100 A, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, pursuant to the Airport Building Ground/Lease Agreement between COUNTY and LESSEE dated October 19, 1993 (R-93-1323D), as amended (the "Lease"), LESSEE leases certain buildings and ground areas at the Palm Beach International Airport (the "Airport") for the purpose of operating its aeronautical support business; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of COUNTY to approve this Amendment to the Lease to provide for the extension of the Term (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in this Lease.

2. Article I of the Lease is hereby deleted in its entirety and replaced with the following:

This Lease shall commence and be effective on July 1, 1993 and shall terminate on June 30, 2016 (the "Term").

3. Article III is hereby amended to add the following:

3.01.1 Annual Rental Commencing on October 1, 2007. Commencing on October 1, 2007, LESSEE shall pay to COUNTY, annual rental in the amount of:

A. Six Dollars and 25/100 (\$6.25) per square foot for Building 1334 consisting of approximately 4,800 square feet, or Thirty Thousand Dollars (\$30,000); and

B. Four Dollars (\$4.00) per square foot for Building 1332 consisting of approximately 756 square feet, or Three Thousand Twenty Four Dollars (\$3,024); and

C. Sixty Five cents (\$0.65) per square foot for approximately 68,248 square feet of associated unimproved ground area or Forty Four Thousand Three Hundred Sixty One Dollars and 20/100 (\$44,361.20).

Therefore, the total annual rent due to COUNTY shall be Seventy Seven Thousand, Three Hundred Eighty Five Dollars and 20/100 (\$77,385.20) payable in equal monthly installments of Six Thousand Four Hundred Forty Eight Dollars and 77/100 (\$6,448.77), plus applicable sales tax.

4. Article 3.03 is hereby deleted in its entirety and replaced with the following:

3.03 Adjustment of Rental.

A. If LESSEE is in possession of the leased premises on October 1, 2010, or any three (3) year anniversary thereof (the "Adjustment Date"), the then current rental rates shall be adjusted in accordance with the provisions of this paragraph. The new rental rates shall be determined by an appraisal obtained by COUNTY, which shall set forth the fair market rental rates for the leased premises. The appraisal shall be performed, at COUNTY's sole cost and expense, by a qualified appraiser selected by COUNTY. COUNTY shall notify LESSEE in writing of the fair market rental rates of the leased premises as established by the appraisal, which shall become the new rental rates for the leased premises. LESSEE shall commence paying the new rental rate on the Adjustment Date. The new rental rates shall not be less than the rental rates for the prior period. This Lease shall automatically be considered as amended to reflect the new rental rates, without formal amendment hereto, upon COUNTY's written notification of the establishment of the new rental rates applicable to the leased premises.

B. Notwithstanding the foregoing, the new rental rates shall not exceed an amount that would be obtained by multiplying the rentals established as of October 1, 2007 by a fraction, the numerator of which shall be the Consumer Price Index (as hereinafter defined) figure for May of the calendar year in which such adjustment is to become effective and the denominator of which shall be the Consumer Price Index figure for April 2007.

C. For the purposes hereof, the term "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States City Average, All Items (1982 - 1984 = 100), not seasonally adjusted, or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Consumer Price Index ceases to use the 1982 - 1984 average of one hundred (100) as the basis of calculation, or if a substantial change is made in terms of particular items contained in the Consumer Price Index, then the Consumer Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing the Consumer Price Index been in effect in calendar year 2007. In the event the Consumer Price Index (or successor or substitute Consumer Price Index) is not available, a reliable governmental or other nonpartisan publication evaluating information theretofore used in determining the Consumer Price Index shall be used.

D. Notwithstanding any provision of this Lease to the contrary, LESSEE acknowledges and agrees that COUNTY shall have the right to establish and maintain the rental rates hereunder to ensure compliance with the provisions of Section 710 (rate covenant) of the Palm Beach County Airport System Revenue Bond Resolution, dated April 3, 1984 as amended and supplemented (the "Bond Resolution"), which is hereby incorporated by reference and made a part hereof.

5. Except as specifically modified herein, all terms and conditions of the Lease shall remain unchanged and in full force and effect and COUNTY and LESSEE hereby ratify, confirm, and adopt the Lease as amended hereby.

6. This Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, COUNTY has caused this Amendment to be signed by the Chair of the Board of County Commissioners and the seal of the Board to be affixed hereto and attested by the Clerk of the Board, pursuant to the authority granted by the Board, and LESSEE, Aircraft Service International, Inc., has caused these presents to be signed in its lawful name by its duly authorized officer, the President, acting on behalf of LESSEE, and the seal of LESSEE to be affixed hereto the day and year first written above.

ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: *James Bock*
County Attorney

By: *James Kelly*
Director, Department of Airports

ATTEST:

Aircraft Service International, Inc.

Signed, sealed and delivered in the
Presence of two witnesses for LESSEE:

Susan Scott
Signature

Susan Scott

Typed or Printed Name

By: *Keith P. Ryan*

Keith P. Ryan

Typed or Printed Name

Donna McGill
Signature

Donna McGill

Typed or Printed Name

Title: President

APPROVED AS TO FORM:

ACI 08-02-07

LEGAL DEPT.

(Corporate Seal)

**SECOND AMENDMENT TO FUEL FARM FACILITIES LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND
AIRCRAFT SERVICE INTERNATIONAL, INC.**

THIS SECOND AMENDMENT (this "Amendment") is made and entered into _____, 2007 by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and Aircraft Service International, Inc. ("LESSEE"), a Delaware corporation, having its office and principal place of business at 201 South Orange Avenue, Suite 1100 A, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, pursuant to the Fuel Farm Facilities Lease Agreement between the COUNTY and LESSEE, dated October 19, 1999 (R-99-2004D), as amended by that certain First Amendment dated August 15, 2006 (R-2006-1399) (the "Lease"), LESSEE leases certain ground areas at the Palm Beach International Airport (the "Airport") for the purpose of operating fuel farm facilities which service airline companies at the Airport; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of COUNTY to approve this Amendment to the Lease to provide for the extension of the Term (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Article 1.02 of the Lease is hereby deleted in its entirety and replaced with the following:

This term of Lease shall commence on March 10, 1999 (the "Commencement Date") and shall terminate on June 30, 2016 (the "Term").

3. Article III of the Lease is hereby amended to add the following:

3.01.1 Annual Ground Rental Commencing on October 1, 2007. Commencing on October 1, 2007, LESSEE shall pay to COUNTY annual rental of Sixty Five Cents (\$.65) per square foot for approximately 84,936 square feet, or Fifty Five Thousand Two Hundred Eight Dollars and 40/100 (\$55,208.40) per annually, together with applicable sales tax.

4. Article 3.03 of the Lease is hereby deleted in its entirety and replaced with the following:

3.03 Adjustment of Rental.

A. If LESSEE is in possession of the Premises on October 1, 2010, or any three (3) year anniversary thereof (the "Adjustment Date"), the then current rental rate shall be adjusted in accordance with the provisions of this paragraph. The new rental rate shall be determined by an appraisal obtained by COUNTY, which shall set forth the fair market rental for the Premises. The appraisal shall be performed, at COUNTY's sole cost and expense, by a qualified appraiser selected by COUNTY. COUNTY shall notify LESSEE in writing of the fair market rental of the Premises as established by the appraisal, which shall become the new rental rate for the Premises. LESSEE shall commence paying the new rental rate on the Adjustment Date. The new rental rate shall not be less than the rental rate for the prior period. This Lease shall automatically be considered as amended to reflect the new rental rate, without formal amendment hereto, upon COUNTY's written notification of the establishment of the new rental rate applicable to the Premises.

B. Notwithstanding the foregoing, the new rental rate shall not exceed an amount that would be obtained by multiplying the rentals established as of October 1, 2007 by a fraction, the numerator of which shall be the Consumer Price Index (as hereinafter defined) figure for May of the calendar year in which such adjustment is to become effective and the denominator of which shall be the Consumer Price Index figure for April 2007.

C. For the purposes hereof, the term "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States City Average, All Items (1982 - 1984 = 100), not seasonally adjusted, or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Consumer Price Index ceases to use the 1982 - 1984 average of one hundred (100) as the basis of calculation, or if a substantial change is made in terms of particular items contained in the Consumer Price Index, then the Consumer Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing the Consumer Price Index been in effect in calendar year 2007. In the event the Consumer Price Index (or successor or substitute Consumer Price Index) is not available, a reliable governmental or other nonpartisan publication evaluating information theretofore used in determining the Consumer Price Index shall be used.

D. Notwithstanding any provision of this Lease to the contrary, LESSEE acknowledges and agrees that COUNTY shall have the right to establish and maintain the rental rates hereunder to ensure compliance with the provisions of Section 710 (rate covenant) of the Palm Beach County Airport System Revenue Bond Resolution, dated April 3, 1984 as amended and supplemented (the "Bond Resolution"), which is hereby incorporated by reference and made a part hereof.

5. Article 3.04 of the Lease is hereby deleted in its entirety and replaced by the following:

3.04 Rental for Fuel Farm Facilities. Commencing on October 1, 2007, LESSEE shall pay to COUNTY annual rental in the amount of Seventy Six Thousand Five Hundred Dollars (\$76,500), together with applicable sales tax, for use of the fuel farm facilities located on Parcel 1, as more particularly identified on Exhibit "A". The annual rental rate applicable to the fuel farm facilities shall be adjusted in accordance with the provisions of Article 3.03 of this Lease.

6. Article VI of the Lease is hereby amended to add the following:

6.09 Semi-Annual Report. LESSEE shall obtain and maintain emergency generators to ensure the fuel farm facilities are capable of functioning properly during an electrical power outage. LESSEE shall provide COUNTY with a semi-annual report prepared by a company acceptable to the Department, which certifies that the emergency generators are functioning properly and capable of supplying enough power to the fuel pumps to enable an adequate number of gallons per minute to be pumped to meet daily fuel demand. The semi-annual report shall be due on June 30th and December 31st of each year throughout the Term of this Lease.

7. LESSEE shall prepare a report in accordance with Article 6.09 and deliver such report to COUNTY within sixty (60) days of the date of this Amendment.

8. Article XVI of the Lease is hereby amended to add the following:

16.05 Environmental Audit. On or before one hundred eighty (180) days prior to the expiration or termination of this Lease, LESSEE shall cause a Phase I environmental assessment ("Phase I ESA") of the Property to be prepared and delivered to COUNTY. If requested by COUNTY or, if the Phase I ESA indicates that there is a potential that the presence of Hazardous Materials (as hereinafter defined) may exist on the Property or the adjacent property based on activities that have occurred or are occurring on the Property, LESSEE shall promptly cause a Phase II environmental assessment of the Property to be prepared and delivered to COUNTY. The ESAs shall be prepared by a professional geologist or engineer licensed by the State of Florida, acceptable to COUNTY, and shall

be prepared to meet the standards of practice of the American Society of Testing and Materials ("ASTM"), to determine the existence and extent, if any, of Hazardous Materials on the Property. The ESAs shall state that COUNTY is entitled to rely on the information set forth in the ESAs. The ESAs shall be prepared and delivered to COUNTY at LESSEE's sole cost and expense. For the Phase I ESA, the standard of practice shall be the ASTM Practice E 1527. The Phase II ESA must address any potential areas of contamination identified in the Phase I portion of the assessment. For purposes of this Lease, "Hazardous Materials" shall mean any contaminant, hazardous or toxic substance, material or waste of any kind or any other substance that is regulated by any applicable federal, state or local laws, statutes, ordinances, rules, regulations or governmental restrictions relating to the protection of the environment or human health, welfare or safety or to the emission, discharge, seepage or release of Hazardous Materials into the environment, including, but not limited to, ambient air, surface water, groundwater or land, or otherwise relating to the handling of such Hazardous Materials ("Environmental Laws"). LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue to completion any assessment, remediation, clean-up and/or monitoring of the Property necessary to bring the Property into full compliance with Environmental Laws. The requirements of this paragraph shall be in addition to any other provisions of this Lease relating to the condition of the Property and shall survive the termination or expiration of this Lease.

16.06 Improvements to Fuel Farm Facilities. The parties acknowledge that LESSEE is in the process of completing improvements to the fuel farm facilities to bring them into compliance with applicable federal and state regulations for spill containment. LESSEE shall complete all improvements, as required by state and federal law, at its sole cost and expense, on or before December 31, 2009 or such other dates as may be required by applicable state and federal regulations. All improvements shall be constructed within the Premises. In the event any improvements are constructed outside the Premises, LESSEE acknowledges and agrees that COUNTY may require such improvements to be removed, at LESSEE's sole cost and expense, or this Lease to be amended to include such additional premises for which LESSEE shall pay annual rental in accordance with the terms and conditions of this Lease.

9. Except as specifically modified herein, all terms and conditions of the Lease shall remain unchanged and in full force and effect and COUNTY and LESSEE hereby ratify, confirm and adopt the Lease as amended hereby.

10. This Amendment shall become effective when signed by the parties and approved by the Palm Beach County Board of County Commissioners.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, COUNTY has caused this Amendment to be signed by the Chair of the Board of County Commissioners and the seal of the Board to be affixed hereto and attested by the Clerk of the Board, pursuant to the authority granted by the Board, and LESSEE, Aircraft Service International, Inc., has caused these presents to be signed in its lawful name by its duly authorized officer, the President, acting on behalf of LESSEE, and the seal of LESSEE to be affixed hereto the day and year first written above.

ATTEST:

SHARON R. BOCK, Clerk
& Comptroller

PALM BEACH COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: *James Bock*
County Attorney

By: *John Kelly*
Director, Department of Airports

ATTEST:

Aircraft Service International, Inc.

Signed, sealed and delivered in the
Presence of two witnesses for LESSEE:

Susan Scott
Signature

By: *Keith P. Ryan*

Susan Scott
Typed or Printed Name

Keith P. Ryan
Typed or Printed Name

Donna McGill
Signature

Title: President

Donna McGill
Typed or Printed Name

APPROVED AS TO FORM:
dd 08.02.07
LEGAL DEPT.

(Corporate Seal)



AIRCRAFT SERVICE INTERNATIONAL GROUP

May 1, 2007

Mr. Thomas K. Stewart
Deputy Director, Operations & Maintenance
1000 Palm Beach International Airport
West Palm Beach, Florida 33406

Via Hand Delivery

Dear TK,

As you are aware, Aircraft Services International Group was granted approval by the airport to begin a major environmental improvement project on our existing fuel storage facilities at PBIA. A large portion of these improvements are required as part of FDEP (Florida Department of Environmental Protection) mandatory requirements for fuel storage facilities by the year 2009. We completed Phase 1 late last year and have just initiated the engineering and permitting for Phase 2. We expect work to commence on or near June 1, 2007 and hope to complete Phase 2 by October 30, 2007.

Aircraft Services agreed to initially fund the full cost of this project, with all airlines serviced at PBIA repaying the costs through a 'system improvement fee' added to every gallon purchased during the term of our lease. In June of 2006, the airport approved a two year extension to our master lease during the renewal period in order to extend the airline payback period to five years and reduce the per gallon surcharge to the airlines.

As we enter Phase 2, approximately two years has past since the project was initially bid. Delays due to manufacturer back orders and having to fit the work between the 'seasons' in Palm Beach has delayed the largest portion of the project. Because of the delay, the contractor awarded the project had all subcontractors update costs for Phase 2. The result was a significant increase in both material and labor costs from the original bid. The total cost of the project is now estimated at \$2.871 million dollars. Aircraft Services reviewed the new costs in detail and agree that the new project costs are accurate.

Aircraft Services is making a formal request to the airport at this time for an additional 5 (five) year extension to our master lease. This is a very critical extension, as it allows Aircraft Services to honor and maintain the current per gallon "system improvement fee" being billed to the airlines. With the cost of fuel at an all time high, any additional increase in fuel cost could have a significant and negative impact on airlines operating out of PBIA.

Thank you for your consideration. We look forward to working with you, the airport and all contributing airlines in making PBIA a much safer and environmentally compliant airfield.

Regards,


Robert M. Grant
General Manager

Quality in Aviation Services™