

## SECOND AMENDMENT TO INTERLINE AGREEMENT

This SECOND AMENDMENT TO INTERLINE AGREEMENT (the "Second Amendment") is entered into as of March 1, 1999 by and among the Contracting Airlines which are parties to that Interline Agreement for Denver International Airport (the "Interline Agreement").

### RECITALS

WHEREAS, the Interline Agreement was executed by the Contracting Airlines (as defined therein) to provide for the rights and duties of the Contracting Airlines as among themselves and to the City and County of Denver (the "City") relating to the use, maintenance, operation and management of the Fuel System (as defined in the Interline Agreement); and

WHEREAS, the Contracting Airlines desire to amend the Interline Agreement as set forth in this Second Amendment;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, the Contracting Airlines agree as follows:

### COVENANTS

1. Majority-in-Interest. The definition of Majority-in-Interest in Article 2 is amended and restated in full as follows:

" 'Majority-in-Interest' means, with respect to a vote for or against any matter arising under or related to this Agreement, those Contracting Airlines, or their respective Fuel Committee representatives, as the case may be, that collectively constitute or represent, as the case may be, more than: (a) fifty percent (50%) in number of the Contracting Airlines not then in default under this Agreement; and (b) fifty percent (50%) of the total Gallonage for the twelve (12) months prior to the month in which the vote is taken of the Contracting Airlines not then in default under this Agreement."

2. Voting. Section 14.11 is amended and restated in full as follows:

"Any action of the Fuel Committee shall be effective if made at a properly called meeting at which a quorum is present in person or by proxy and upon the affirmative voice or hand vote of a Majority-In-Interest of the Fuel Committee present in person or by proxy or such other percentage of the Fuel Committee present in person or by proxy as may be specifically provided for in this Agreement for a particular action."

3. Election of Meeting Chairman. The last sentence of Section 14.14 is amended by adding after the phrase "Majority-in-Interest" the following: "of the Fuel Committee present in person or by proxy."

4. No Other Amendments; Confirmation. Except as expressly modified or waived hereby, the provisions of the Interline Agreement are and shall remain in full force and effect.

5. Governing Law. This Second Amendment shall be deemed to be a contract made under the laws of the State of Colorado, and for all purposes shall be construed in accordance with the internal laws and decisions of said state, without regard to principles of conflicts of law.

6. Counterparts. This Second Amendment may be executed by one or more of the Contracting Airlines on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Second Amendment may be delivered by facsimile transmission of the relevant signature pages hereof.

7. Headings. Section headings in this Second Amendment are included herein for convenience of reference only and shall not constitute a part of this Second Amendment for any other purpose.

\* \* \* \* \*

IN WITNESS WHEREOF, the Contracting Airlines have caused this Second Amendment to the Interline Agreement for Denver International Airport to be duly executed by their respective officers thereunto duly authorized, effective as of the date first above written.

**CONTRACTING AIRLINE:**

Norwegian Air Shuttle ASA

By:

Name:

Title: