

FIRST AMENDMENT TO INTERLINE AGREEMENT

This FIRST AMENDMENT TO INTERLINE AGREEMENT (the "First 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 First 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. Liability for Costs. Section 8.03 of the Interline Agreement is amended and restated in full as follows:

"The Net Facilities Charge will be allocated to and paid by each Contracting Airline according to the following cost sharing formula:

- (a) Ninety percent (90%) of the Net Facilities Charge for each month will be allocated pro rata based on the proportion that each Contracting Airline's Gallonage for that month bears to the total Gallonage for that month; and
- (b) Ten percent (10%) of the Net Facilities Charge for each month will be shared equally by all Contracting Airlines.

Provided, that the Fuel Committee may establish from time to time a maximum cost per gallon or other limit as it may deem appropriate; and provided, further, that notwithstanding any such maximum cost per gallon or other limit, if in any month a Contracting Airline does not receive any Gallonage from the Fuel System, such Contracting Airline shall remain liable for its allocated share of the Net Facilities Charge pursuant to Section (b) above."

2. Reserve Account.

(a) Section 8.10 of the Interline Agreement is amended and restated in full as follows:

"To secure the prompt payment by the Contracting Airlines of the amounts due from them each month, each Contracting Airline will maintain a Reserve Account with the Operator equal to its average monthly share of the Net Facilities Charge ("Monthly Share") as determined in paragraph 8.11 below. This Reserve Account may be drawn down to cover any default by that Contracting Airline of its payment obligations under this agreement or any related agreement. The Reserve Account will not bear interest. The Reserve Account is refundable, less deductions for defaults as provided above, to that Contracting Airline upon its Withdrawal Date"

(b) The last sentence of Section 8.11 of the Interline Agreement is amended and restated in full as follows:

"Hereafter, the Reserve Account for each Contracting Airline will be adjusted: (1) annually (on a calendar year basis) to equal its average monthly share of the Net Facilities Charge for the previous twelve (12) months; and (ii) in accordance with paragraph 8.12 below."

(c) The last sentence of Section 8.12 of the Interline Agreement is amended and restated in full as follows:

"The Reserve Account for each Contracting Airline and the Additional Contracting Airline will be adjusted as provided in Section 8.11 annually (on a calendar year basis) to equal its average monthly share of the Net Facilities Charge for the previous twelve (12) months or, with respect to any Additional Contracting Airline which has been an Additional Contracting Airline for less than twelve (12) months, for the number of full months that it has been an Additional Contracting Airline."

3. Withdrawal and Withdrawal Deposits.

(a) Section 8.02 of the Interline Agreement is amended and restated in full as follows:

"The "Net Facilities Charge" for any month will be the Total Facilities Charge for that month, net of any of the following charges that are accrued and credited by Operator during such month:

(a) All costs and fees payable by Non-Contracting Users and Itinerant Users or their Suppliers in any month for use of the Fuel System;

(b) Costs that are determined by the Fuel Committee to be Special Facilities. Such costs will, absent other direction from the Fuel Committee, be charged to and paid by only such Contracting Airlines;

(c) Costs incurred: (i) for the sole benefit of a particular User; (ii) as the result of the negligence of or damage to the Fuel System by any User or its Into-Plane Agent or Supplier; or (iii) as a result of providing facilities for automotive vehicle gasoline or AVGAS to the users thereof. Such costs will be charged to and paid by only such Persons;

(d) Proceeds from the sale or disposition of System Capital Assets pursuant to the Operating agreement and insurance or condemnation proceeds therefrom whether payable to the Contracting Airlines as Lessees with respect to the Fuel System Lease or to the Operator; and

(e) Withdrawal Deposits as defined in and paid pursuant to Section 13.02 of this Interline Agreement."

(b) Section 8.07 of the Interline Agreement is amended by adding a sentence at the end thereof as follows:

"In the event of default in the payment of any charges, which default shall continue for 60 days, the amount of such defaulted charges will be paid by the Contracting Airlines as provided below."

(c) The heading of Section 13.01 of the Interline Agreement is amended by adding at the end the phrase "or Other Withdrawal". The first sentence of Section 13.01 of the Interline Agreement is amended by adding the phrase "or otherwise elects to withdraw from this Interline Agreement" after the phrase "ceases all operations at the Airport". A new sentence is added to the end of Section 13.01 of the Interline Agreement as follows:

"In the event of a merger or other consolidation of Contracting Airlines as a result of which one of the Contracting Airlines ceases to exist as a separate entity, no Withdrawal Deposit shall be required provided that the entity resulting from such merger or consolidation remains a Contracting Airline and maintains on deposit with the Operator a Reserve Deposit in a sufficient amount to satisfy the requirements of this Interline Agreement based upon the combined Monthly Gallonage of the consolidated entity."

(d) The first sentence of Section 13.02 of the Interline Agreement is amended and restated in full as follows:

"The Withdrawing Airline will pay to the Operator, for application as provided in Section 8.02 of this Interline Agreement, an amount equal to the aggregate of the amounts billed to the Withdrawing Contracting Airline under Section 8.03(b) during the six (6) months immediately preceding the month in which it gave notice of its intention to withdraw; provided however, in the event that during any month in such six (6) month period, the Monthly Gallonage of the Withdrawing Contracting Airline was zero, such month shall

be disregarded and the amounts billed for the next preceding month in which the Monthly Gallonage of the Withdrawing Contracting Airline was greater than zero shall be used instead. In the event a Contracting Airline has not been a Contracting Airline for six (6) months then for the months less than six (6) such Contracting Airline shall be deemed to have been billed during such months at a rate equal to the average of the monthly billings for the months during which it was a Contracting Airline."

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 First 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 First 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 First Amendment may be delivered by facsimile transmission of the relevant signature pages hereof.
7. Headings. Section headings in this First Amendment are included herein for convenience of reference only and shall not constitute a part of this First Amendment for any other purpose.

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IN WITNESS WHEREOF, the Contracting Airlines have caused this First 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: