

ADDENDUM TO AMENDED 1995 AIRPORT AGREEMENT

This ADDENDUM AGREEMENT ("Addendum") to the original 1995 AIRPORT AGREEMENT, dated the 8TH day of January, 1995 ("the 1995 Agreement"), is made this 8th day of May, 2012, between HEBER CITY, herein called City or Heber City, and AH AEROSERVICES, LLC herein called FBO.

RECITALS

- A. Heber City owns and operates the HEBER CITY AIRPORT ("Airport") located in Wasatch County, State of Utah.
- B. The Airport Board acts as a recommending body to the Heber City Council.
- C. The Heber City Council administers aspects of the operation of the Airport, and has authority to enter into and amend agreements affiliated with the Airport and the Fixed-Base Operator ("FBO").
- D. The Airport Board recommends as an addendum to the 1995 Agreement, the following additional provisions, and pursuant to the mutual considerations, herein acknowledged and accepted by the Parties, it is hereby mutually agreed as follows:

1. The FBO agrees to collect landing fees that may be imposed by Heber City on aircraft using the Heber City Airport, for and on behalf of Heber City.

2. As compensation and in consideration for said collection service, Heber City agrees to allow the FBO to retain ten (10%) percent of all fees

collected. Fees are to be remitted monthly.

3. As consideration for the Lease extension outlined in Paragraph D.4., the FBO agrees to increase fuel flowage fees from 2 to 5 cents per gallon. Subsequent increases are subject to the provisions of the 1995 Agreement.

4. The Parties agree to extend the duration of the 1995 Agreement, and the subsequent Assignments of July 8, 1996 and July 31 2008, an additional seven (7) years, until January 8, 2032.

5. It is understood and agreed that the certain conditions and provisions of paragraph (1) of the 1995 Agreement, to wit;

Heber City agrees to enlarge the leasehold held by High Country Aviation to include the proposed jet apron when constructed. However, if there is not substantial completion of the "improvement" by the 30th day of March, 1995, then the term and the terms and provisions of the previous Amended Agreement of April 7, 1988 shall be controlling;

are deemed fulfilled and satisfied. Thus, as provided in the 1995 Agreement, the FBO's Leasehold is hereby enlarged to include the jet apron as described in the drawing attached as Exhibit A.

6. It is further understood and agreed that the certain conditions and provisions of paragraph (19) of the July 8, 1995 Agreement are deemed fulfilled and satisfied.

7. Any and all other provisions of the 1995 Agreement, and subsequent Assignments not modified by this Agreement, remain binding upon all Parties and of full force and effect, and shall continue until said January 8, 2032 termination date. Upon said date, these terms and all other terms of the 1995 Agreement and Assignments shall terminate, unless otherwise provided in the

1995 Agreement or agreed or modified in writing between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

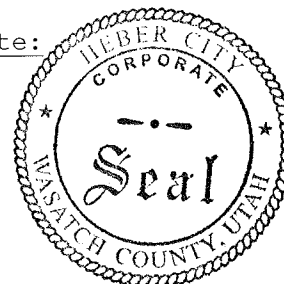
HEBER CITY, a Municipal Corporation

By: David Phillips
David Phillips,
Heber City Mayor

APPROVED:
By: [Signature]

ATTEST:

Michelle Kellogg 5-8-2012 Date:
City Recorder,



APPROVED AS TO FORM:

Dated this 8th day of May, 2012.

Airport Manager, [Signature]