

**Double Eagle II Airport
Mid-Field Development Area
Second Amendment
Hangar Site Lease and Agreement**

Tri-motor, LLC

This Second Amendment to the **Hangar Site Lease and Agreement** ("Second Amendment") is entered into by and between the **City of Albuquerque**, a New Mexico municipal corporation ("City") and **Tri-motor, LLC**, a limited liability company organized and existing under the laws of the state of New Mexico ("Lessee").

In consideration of the rights, privileges, and mutual obligations contained in this Second Amendment, City and Lessee agree as follows:

Section 1. Recitals.

1.1 This Second Amendment amends the Hangar Site Lease and Agreement entered into between City and Tri-motor, LLC dated September 10, 2007, and the First Amendment to the Hangar Site Lease and Agreement dated October 24, 2007 (collectively "Agreement"); and

1.2 Lessee desires to extend the period of time for which the Premises can be used as a temporary charter school location, and City agrees to such extension of time; and

1.3 City and Lessee have the right and power to enter into this Second Amendment.

Section 2. Use of Premises. Section 4. Use of Premises, subsection 4.1 Limited Use, second paragraph, of the Agreement, is hereby deleted in its entirety and replaced with the following language:

Use of the Premises as a charter school location shall be granted on a temporary basis only, and such permitted use shall not extend beyond December 31, 2008.


Section 3. Effect of Second Amendment. Except as expressly stated in this Second Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict in the terms and conditions of this Second

Amendment and the Agreement, the terms and conditions of this Second Amendment shall control.

Section 4. Approval of Second Amendment. This Second Amendment shall not become effective or binding until signed by City's Chief Administrative Officer.

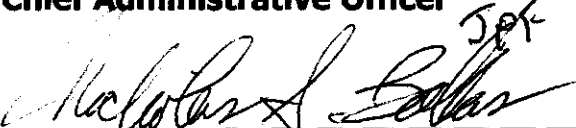
IN WITNESS WHEREOF, City has caused this Second Amendment to be executed by its Chief Administrative Officer, and Lessee has caused the same to be executed by its appropriate and authorized officer.

City of Albuquerque:

By: 


Bruce J. Perlman, Ph.D.
Chief Administrative Officer

Date: 3/31/08


By: 

Nicholas S. Bakas
Director of Aviation

Date: 3-21-08

JPF 

Lessee: Tri-motor, LLC

By: 

John Casburn
Managing Member

Date: 3-20-2008