

**SECOND AMENDMENT TO  
CONTRACT FOR FIRE PROTECTION**

**THIS SECOND AMENDMENT TO CONTRACT FOR FIRE PROTECTION** (the "Amendment"), made and entered into as of February 29, 2012, by and between the Governing Body of Fire District No. 1 of Sedgwick County (the "Fire District"), and Cessna Aircraft Company, a corporation organized under the laws of the State of Kansas (the "Company"),

**WITNESSETH:**

**WHEREAS**, the Board of County Commissioners of Sedgwick County, Kansas (the "County"), approved the issuance by the City of Wichita, Kansas (the "City") pursuant to Resolution No. 170-06 (the "Approval Resolution"), of the City's industrial revenue bonds in an amount not to exceed \$800,000,000, in one or more series, during the period beginning January 1, 2007 and ending December 31, 2011, for the purpose of financing the costs of acquiring, constructing and equipping certain facilities (the "Facilities") to be leased to the Company, subject to the condition that the Company and the Fire District enter into a contract for fire protection services; and

**WHEREAS**, the Fire District and the Company have entered into a certain Fire Protection Contract, dated December 19, 2007, which is a service contract described in K.S.A. 12-147 *et seq*, that provides, in substance, that the Fire District will provide for fire protection services of the Fire District's fire fighting equipment and personnel to Facilities located in areas described in the Contract; and

**WHEREAS**, *Section 9* of the Contract provides that the Company may request that the Fire District consider a modification to the Contract in the event that any fire protection contract entered into between the Fire District and another entity in conjunction with the issuance of industrial revenue bonds, contains a method of calculating the annual fee for fire protection services different in a material manner from the method of calculation contained in the Contract; and

**WHEREAS**, the Company has provided notice to the Fire District of such an occurrence and desires that the Fire District modify the provisions of the Contract accordingly; and

**WHEREAS**, in accordance with the provisions of *Section 9* of the Contract and the request of the Company, the Fire District and the Company desire to enter into this Amendment.

**NOW, THEREFORE**, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**Section 1.** In addition to terms defined elsewhere in this Amendment, the definitions contained in *Section 1* of the Contract are incorporated herein by reference.

**Section 2.** *Section 7* of the Contract is hereby amended to read as follows:

**Section 7.** In consideration of the obligations undertaken by the Fire District hereunder, the Company will pay an annual fee for the provision of fire protection services for each calendar year during the Term of this Contract. The fee shall

be a sum calculated by multiplying the total assessed valuation of the Facilities as of January 1 of each calendar year as reflected on the official records of the County less the assessed valuation allocable to Facilities for which the statutory ad valorem tax abatement has expired or been terminated, times the annual mill levy of the Fire District for such calendar year. Said fee shall be due and payable no later than December 20 of each year of the Term of this Contract. The fee payment shall be made to the attention of the Chief Financial Officer at the Notice Address. Should the Company fail or refuse to comply with the fee payment provisions prescribed in this Contract including any renewal or extension hereof, this Contract shall be deemed to be terminated and all obligations of the parties hereto shall be terminated. In such event, the Facilities shall be subject to removal from the boundaries of the Fire District.

**Section 3.** The rest and remainder of the Contract not amended herein is hereby ratified and confirmed by the parties hereto and shall remain in existence in accordance with its terms.

**Section 4.** This Amendment shall be in force and effect upon its execution and delivery by the parties hereto.

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**IN WITNESS WHEREOF**, the parties have caused this Contract for Fire Protection to be entered into as of the day and year first above written and executed in counterpart.

**GOVERNING BODY OF FIRE DISTRICT  
NO. 1, SEDGWICK COUNTY, KANSAS**

\_\_\_\_\_  
Chairman

**ATTEST:**

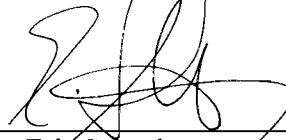
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County Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
County Counselor

**IN WITNESS WHEREOF**, the parties have caused this Contract for Fire Protection to be entered into as of the day and year first above written and executed in counterpart.

**CESSNA AIRCRAFT COMPANY**

A handwritten signature in black ink, appearing to read 'Eric Salander', is written over a horizontal line.

Name: Eric Salander

Title: Senior Vice President and CFO