

103001

OFF. 887 PAGE 289

BOOK 104 PAGE 288

8703260150
 CERTIFIED: A True Copy of the Original
 Ticor Title Insurance

TICOR TITLE

By LANDLORD'S WAIVER AND CONSENT AGREEMENTDEMAND 19th

This Landlord's Waiver and Consent Agreement (the "Agreement") is made this 18th day of March, 1987 among SPOKANE AIRPORT BOARD, an agency of the City and County of Spokane, municipal corporations and political subdivisions of the State of Washington, with a mailing address of P.O. Box 19186, Spokane, Washington 99219 (the "Landlord"), WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation with a mailing address of One Oxford Center, Pittsburgh, Pennsylvania 15219 (the "Lender"), and DAVID C. DEYHLE and CHARLES D. HENDERSON (collectively, the "Tenant"), and SKY CHEFS, INC.

WHEREAS, the Landlord is the owner of a certain tract of land located in Spokane County, Washington, as is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises");

WHEREAS, pursuant to a Lease Agreement (the "Lease") dated July 16, 1986, entered into by and between the Landlord and Sky Chefs, Inc. ("Sky Chefs") which Lease is hereby incorporated herein by reference, Sky Chefs has leased the Premises from the Landlord for the purpose of constructing and operating an in-flight service kitchen;

WHEREAS, the Lease was assigned by Sky Chefs to Tenant by that certain Assignment of Lease Agreement dated effective July 23, 1986, executed by Tenant and Sky Chefs, and Landlord has consented to such assignment as evidenced by that certain Consent to Assignment dated effective July 23, 1986, executed by Landlord and incorporated herein by reference;

WHEREAS, Tenant has subleased the Premises to Sky Chefs pursuant to that certain Building Lease Agreement dated August 12, 1986, between Tenant and Sky Chefs, and Landlord has consented to such sublease as evidenced by that certain Consent to Sublease dated October 22, 1986, executed by Landlord;

WHEREAS, Tenant has constructed on the Premises certain improvements including an 8,000 square foot in-flight service kitchen building, in which Tenant has installed or will install certain equipment, trade fixtures and personal property described in Article VII of the Lease as Category #1 improvements (collectively, the "Equipment") owned by Tenant, which Tenant has requested Lender to finance and in which Lender has or will have a security interest; and

FILED FOR RECORD
 SKAMANA CO. WASH.
 BY TICOR TITLE INSURANCE

APR 13 1 45 PM '87

AUDITOR
 GARY H. OLSON

1

RETURN TO:
 TICOR TITLE INSURANCE
 6200 TEXAS COMMERCE TOWER
 HOUSTON, TX 77002

GF #

600410 PMR

Registered 5
 Indexed 5
 Indirect 5
 Filmed
 Mailed

WHEREAS, further security for certain indebtedness of Tenant owing or to be owed to Lender (such indebtedness being hereinafter referred to as the "Loan") as evidenced by one or more Promissory Notes (collectively, the "Note"). Tenant has conveyed or will convey to Lender a lien on Tenant's interest in the Premises and all improvements thereon (including without limitation all the right, title and interest of Tenant under the Lease) pursuant to a certain Short Form Deed of Trust to be executed by Tenant in favor of Lender (the "Mortgage"); and

WHEREAS, as a condition precedent to the making of the Loan, Lender has requested that Landlord waive any claim or lien on the Equipment, consent to the establishment of a lien in favor of Lender on the Equipment, all for the benefit of Lender;

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, and intending to be legally bound, Landlord hereby consents and agrees as follows:

A. Consent to Mortgage. Landlord hereby consents to the granting by Tenant to Lender of the liens as provided herein provided that the terms of the Mortgage shall be subject to the provisions of this Agreement. As between Landlord, Lender and the Tenant, the liens of Landlord, as set forth in the Lease shall be superior to any other liens, except as provided herein. Landlord hereby agrees that, subject to the provisions of this Agreement, the Lease and Consent to Assignment any person or entity who shall, pursuant to the exercise by Lender of its rights under the Mortgage, succeed to the interest of Tenant under the Lease, be entitled to all the benefits accruing to the tenant under the Lease.

B. Landlord's Receipt of Documents. Attached hereto as Exhibit B is a copy of the form of the Mortgage to be executed and delivered by Tenant to Lender, receipt of which Landlord hereby acknowledges.

C. Notice and Opportunity to Cure Lease. So long as the Mortgage shall remain in effect, the following provisions shall apply;

1. Landlord shall deliver to Lender at the address of Lender set forth above Attention: Vice President, Operations, a copy of any notice of default delivered to Tenant under the Lease, and no notice by Landlord to Tenant under the Lease shall be deemed effective unless and until a copy thereof has been delivered to Lender.

2. In the event of a default by Tenant under the Lease, the Lender shall, within (a) 15 days after receipt by Lender of notice thereof from Landlord or (b) the time permitted under the Lease, whichever is greater, have the right if it shall so elect, but not the obligation, to cure such default, or cause the same to be cured, and Landlord shall accept such performance by or on

behalf of Lender as if the same had been made by Tenant; provided, however, that Landlord shall allow Lender an additional reasonable period of time to cure nonmonetary defaults if Lender in good faith commences cure and diligently prosecutes same to completion. Any default of Tenant under the Lease which is impossible for Lender to cure by virtue of restrictions of law or circumstances not in the control of Lender, such as Tenant's insolvency or filing of a petition in bankruptcy, shall be deemed cured upon the giving by Lender by notice to Landlord of Lender's election to exercise its remedies under the Mortgage and assume the Lease and the approval of such assumption by any court having jurisdiction over Tenant's interest in the lease.

3. Notwithstanding the provisions of paragraph 2 above, upon the occurrence of a default under the Lease, Landlord shall take no action to terminate the Lease if (a) Lender cannot cure such default until obtaining possession of the Premises, (b) Lender agrees to assume Tenant's obligations arising after the date of assumption under the Lease, (including the obligation to make payments under the Lease), (c) Lender cures any prior monetary default under the Lease, and (d) Lender is diligently and continually proceeding to cure such default and either to (i) obtain possession of the Premises (including possession by a receiver) or (ii) institute and pursue completion of foreclosure proceedings or otherwise acquire Tenant's interest under the Lease. Lender agrees to comply during the period of such forbearance with such of the terms, conditions and covenants of the Lease as are reasonably susceptible of being complied with by Lender. Any default by Tenant not reasonably susceptible of being cured by Lender during such period shall be cured within 30 days of Lender obtaining possession.

4. Any obligations of Lender arising under subparagraphs C.3.(b) and (c) hereof shall terminate upon the cure by Tenant of all defaults under the Lease in accordance with the provisions of the Lease.

5. Upon the occurrence of a default under the Note, the Mortgage, Lender may terminate Tenant's interest in the Lease and Premises and assume possession thereof.

D. Assumption of Leases. Effective upon Lender's mailing notice to Landlord, at the address of Landlord set forth above, of Lender's election to assume the Lease and cure any default under the Lease as provided above, the Lease shall be assigned and transferred without recourse to the Lender as tenant. Lender shall thereupon become entitled to all the benefits accruing to the tenant under the Lease, and all monies on deposit with Landlord which Tenant would have been entitled to use but for the termination of its interest in the Lease may be used by the Lender as tenant

under the Lease for the purposes of and in accordance with the provisions of the Lease; provided, however, that Lender as tenant shall protect, defend and hold Landlord harmless from any and all causes of action or costs arising out of any claim made by any other party due to the application of said monies.

E. Lease Assignments. Landlord acknowledges that Lender has requested Landlord's execution of this Agreement for the purpose of permitting Lender, upon the occurrence of a Loan default (including, without limitation, a default by Tenant under the Lease), to foreclose upon Tenant's business operations on the Premises as a unit and further, that in such circumstances, Lender would reasonably intend to sell any interest it may acquire in the Equipment and the Lease as soon as practicable, subject to then existing market conditions, the obtaining of consent of any necessary party or court, and any other legal or economic factors. If Lender shall acquire title to Tenant's interest in the Lease by foreclosure, assignment in lieu of foreclosure or otherwise, Lender may assign the Lease to a third party acceptable to Landlord, provided that such assignee (a) shall expressly assume the Lease in a writing to Landlord, (b) shall have demonstrated to Landlord adequate assurance of future performance of the tenant's obligations under the Lease, and (c) shall agree in writing that the ultimate user of the Premises (the "Operator") must be an operator authorized by Landlord to operate an in-flight service kitchen. Such assignee shall, upon such assignment, become entitled to all the benefits accruing to the tenant under the Lease. Lender shall thereupon be released from any further liability for the performance or observance of the tenant's obligations under the Lease from and after the date of such assignment and Landlord will execute written evidence of such release upon Lender's request.

F. Lease Modification. The Lease is currently in full force and effect according to its terms and no default or event which, with the giving of notice or the passage of time, or both, would constitute a default, exists thereunder. The Lease has not been modified or amended except as specified herein, and the Lease may not be further modified or amended without the prior written consent of Lender.

G. Equipment Waiver. Landlord acknowledges and agrees that:

1. Any and all claims that Lender or its successors or assigns may now or hereafter have against the Equipment as described in Article VII of the Lease as Category #1 improvements are superior to any lien or claim of any nature which Landlord now has or may hereafter have to the Equipment by statute, agreement or otherwise;

2. Each and every right which Landlord may now or hereafter have, under law or by virtue of any agreement now in effect or hereafter executed with Tenant, operating as lien upon the Equipment for rent in arrears, in advance or both, or for

any other reason, or to claim or assert title to the Equipment, is hereby waived and relinquished.

3. The Equipment shall remain personal property of Tenant, notwithstanding the manner or mode of incorporation or attachment of the

Equipment to the Premises, and no part of the Equipment shall be deemed to constitute fixtures or real property by reason of its use or for any other reason; and

4. In the event of the default by Tenant under the terms and conditions of any agreement with Lender, Lender may remove the Equipment or any part thereof from the Premises, in accordance with the terms and conditions of such agreement, but Lender shall repair, at its expense, any damage to property caused thereby. Landlord may not assert any claims whatsoever against or to the Equipment, unless Lender fails to comply with the terms and conditions of this Agreement.

H. Qualifications. Lender acknowledges that the operation of an in-flight service kitchen on the Premises by a qualified operator is a vital, integral part of the operation of the airport of which Premises is a part, and in the event that there is a default under the Lease, Lender will not terminate (or permit any successor in interest of Lender to terminate) the sublease so long as Sky Chefs is not in default under the Sublease. Lender further agrees that in the event that, after Lender or any successor in interest of Lender has assumed the Lease, the Sublease shall for any reason be terminated, Lender or such successor shall not permit any Operator to occupy the Premises unless such Operator is an in-flight service kitchen operator acceptable to Landlord and authorized by Landlord to operate an in-flight service kitchen; provided that (a) if Landlord shall determine that an in-flight service kitchen is no longer a necessary part of the operation of the airport of which the Premises is a part, the Premises may be occupied by any Operator acceptable to Landlord.

I. Lender Statement. Upon request, Lender will furnish to the Landlord a written statement setting forth the balance due under the Note, the date to which interest is paid, and a statement of whether any default exists thereunder.

J. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or two days after being mailed by prepaid certified or registered mail to the party to whom such notice is directed, at the address of such party set forth herein.

K. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Lender and Landlord only. Tenant shall have no right to obtain the benefit of or enforce any terms of this Agreement and this Agreement shall not be effective to modify

the terms and obligations of the Lease as between the Tenant and Landlord, except as expressly stated herein. All documents pertaining to the operation of in-flight service kitchen upon the Premises shall be interpreted under the laws of the State of Washington.

M. Force and Effect. This document will have no force and effect until it is recorded in every county in the State of Washington in the same manner as the Deed of Trust was recorded.

N. Conflicts. In the event of a conflict between the terms and conditions of the Lease and the Consent to Assignment and any other documents executed pertaining to this matter, including but not limited to Note, Deed of Trust and Mortgage, executed by Lender and Tenant, the Lease and Consent to Assignment shall govern and control.

IN WITNESS WHEREOF, this Agreement is executed by Landlord in the place and date above written.

ATTEST:

Secretary

LANDLORD:

Spokane Airport Board

Chairman

ACCEPTED AND AGREED to as of the date first written above.

OPERATOR:

ATTEST:

Title: Frank G. Leo, As. Secretary

SKY CHEFS, INC.

Title: Senior Vice President

TENANT:

David C. Deyhle

TENANT:

Charles D. Henderson

LENDER:

Westinghouse Credit Corporation

by:

Title: DCM

RECOMMENDED APPROVAL, AS
TO TERMS AND CONDITIONS BY:

Airports Director

SKYCHEF2/LEASE

APPROVED AS TO FORM AND
LEGALITY BY:

Airport Board Counsel

STATE OF WASHINGTON]
COUNTY OF SPOKANE] ss.

OFF. 887 PAGE 295
BOOK 104 PAGE 234

On this 18 day of MARCH, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Harry Siria and Larry McCormick to me known to be the Chairman and Secretary of the Spokane Airport Board, and acknowledge the foregoing instrument to be the free and voluntary act and deed of said Board for the uses and purposes therein mentioned, and on oath each stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public in and for the
State of Washington, residing
at Spokane

STATE OF Texas
COUNTY OF Dallas] ss.

On this 23 day of March, 1987, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Frank G. Leo and N.E. Magnus to me known to be the Asst Secretary and Senior Vice President of Sky Chefs, Inc. who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Company for the uses and purposed therein mentioned, and on oath each stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
DIANNE M. HARRIS
Notary Public in and for the
State of Texas
residing at Dallas County

State of Texas
County of Dallas

BOOK 104 PAGE 935

FILED 887 PAGE 296

On this 23rd day of March, 1987, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared David C. Deyhle and Charles D. Henderson, known to me to be said individuals who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary and deed of said individuals for the uses and purposed therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year first above written.

Dianne M. Harris

DIANNE M. HARRIS

Notary Public in and for the State
of Texas

State Of Texas
County of Dallas

On this 23 day of March, 1987, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared John R. Blach to me known to be the Senior Division Credit Manager of Westinghouse Credit Corporation, and acknowledge the foregoing instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Dianne M. Harris

DIANNE M. HARRIS

Notary Public in and for the
State of Texas

Exhibit "B" that was attached to the original Landlord's Waiver and Consent Agreement (Filed for record in the Official Records of Real Property of Spokane County, Washington under Volume 887, Page 289) is a copy of a form of Short Form Deed of Trust, the original of which was filed for record in the Official Records of Real Property of Spokane County, Washington under Volume , Page , Auditor's File No. 8703260147.