



May 15, 2007

Victor D. White, A.A.E.  
Director of Airports  
Wichita Airport Authority  
2173 Air Cargo Rd.  
Wichita, KS 67209

RE: Consent to Assignment of Leases

Koch Industries, Inc. ("Koch Industries") is currently engaged in an internal reorganization of some of its business operations that will result in the assignment of the following leases (collectively, the "Leases") from Koch Business Holdings, LLC ("KBH") to Koch Industries effective as of June 4, 2007 (the "Effective Date"):

- (1) Lease and Agreement, dated September 15, 1981, by and between The Wichita Airport Authority of The City of Wichita, Kansas of Sedgwick County, Kansas (the "Airport Authority") and KBH (assignee of Koch Industries as of January 1, 2002);
- (2) Agreement, dated as of October 20, 1986 (as amended, supplemented, and assigned from time to time), by and between the Airport Authority and KBH (assignee of Wichita Airport Facilities, Inc. effective as of January 30, 2006); and
- (3) Agreement, dated as of October 20, 1996 (as amended, supplemented, and assigned from time to time), by and between the Airport Authority and KBH (assignee of Wichita Airport Facilities, Inc. effective as of January 30, 2006).

Under the terms of the Leases, KBH may not assign its right, title, or interest in and under the Leases without the prior written consent of the Airport Authority. Koch Industries is the ultimate parent of KBH. KBH and Koch Industries have executed an Assignment and Assumption Agreement, dated as of the Effective Date, wherein KBH will assign all its right, title, and interest in and under the Leases, and Koch Industries will accept such assignment in addition to agreeing to be bound by the terms and conditions of the Leases, including without limitation, performing and discharging when and as due the liabilities and obligations of KBH that arise on or after the Effective Date in and under the Leases. Consequently, KBH requests that the Airport Authority release KBH from its obligations under the Leases as of the Effective Date.

By executing the enclosed counterpart of this letter of consent in the space provided, the Airport Authority will be acknowledging and agreeing for the benefit of the Airport Authority, KBH, and Koch Industries that:

1. The undersigned has the full power and authority to execute this letter of consent on behalf of the Airport Authority.
2. The Airport Authority hereby consents to the transfer and assignment of the Leases to Koch Industries, including without limitation, transfer and assignment of all of KBH's obligations and agrees that, notwithstanding anything to the contrary contained in the Leases, transfer and

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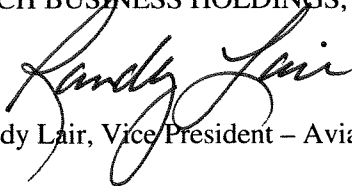
assignment of the Leases as described in this letter of consent will not violate the terms of the Leases.

3. The Airport Authority hereby grants to KBH a full release from all its obligations accruing in and under the Leases as of the Effective Date.

Enclosed for your convenience is a self-addressed, pre-paid envelope for return of the executed counterpart of this letter of consent. Please do not hesitate to contact Raffaele Fazio, Associate General Counsel of Koch Industries, at 316-828-8310 if you have any questions or would like to discuss this request.

Thank you for your assistance.

Sincerely,  
KOCH BUSINESS HOLDINGS, LLC



Randy Lair, Vice President – Aviation

Enclosures

AGREED TO AND ACCEPTED THIS 15<sup>th</sup> DAY OF MAY, 2007 BY:  
KOCH INDUSTRIES, INC.,  
a Kansas corporation

By: Steven J. Feilmeier  
Steven J. Feilmeier, Executive Vice President  
and Chief Financial Officer

CONSENTED TO AND ACKNOWLEDGED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2007 BY:  
THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS  
OF SEDGWICK COUNTY, KANSAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_