

FOI#13729

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NADINE A. REFORMAT
CHERYL A. ROBINSON

January 23, 2013

Special Trial Counsel
JOHN V. ELMORE

The Port Authority of New York
and New Jersey
Daniel D. Duffy
FOI Administrator
225 Park Avenue So.
New York, New York 10003

01-29-13 4:09:13 PM

RE: FOIA Public Documents Request

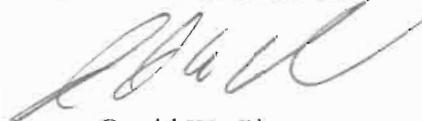
Dear Mr. Duffy:

In connection with litigation involving transporters of hazardous materials that may periodically transport such materials in and out of the LaGuardia International Airport and JFK International Airport, we respectfully requests the following documents pursuant to the Freedom of Information Act:

Copies of all documents required to be filed concerning liability insurance coverage in place on vehicles of DHL Holdings (USA) Inc. ("DHL") and Airborne Express, Inc. ("Airborne") before such vehicles may be authorized or permitted to transport packages, including packages for air transport, that may contain hazardous materials onto, or off of, the premises of the LaGuardia International Airport and JFK International Airport from 2004-present.

Very truly yours,

BROWN CHIARI LLP



David W. Olson

DWO/nax

Lockport Office*
172 East Avenue
Lockport, New York 14094
TEL 716.681.7190

Buffalo Office*
69 Delaware Avenue, Suite 701
Buffalo, New York 14202
TEL 716.681.7190
(satellite offices - not for mail or service of process)

Jamestown Office*
114 West Second Street
Jamestown, New York 14701
TEL 1.800.662.8696

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

February 1, 2013

Mr. David W. Olson
Brown Chiari LLP
5775 Broadway
Lancaster, NY 14086-2360

Re: Freedom of Information Reference No. 13729

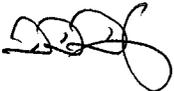
Dear Mr. Olson:

This is a response to your January 23, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for copies of all documents required to be filed concerning liability insurance coverage in place on vehicles of DHL Holding (USA) Inc. ("DHL") and Airborne Express, Inc. ("Airborne") before such vehicle may be authorized or permitted to transport packages, including packages for air transport, that may contain hazardous materials onto, or off, the premises of LaGuardia and John F. Kennedy International Airports from 2004 through present.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13729-O.pdf>. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy
FOI Administrator

Attachment



JLT Specialty Limited
One America Square
London EC3N 2JL
Tel +44 (0)20 7466 1300
Fax +44 (0)20 7466 1444
www.jltgroup.com

1 November, 2012

**TO: PORT AUTHORITY OF NEW YORK AND NEW JERSEY
TERMINAL ONE GROUP ASSOCIATION, L.P.**

CERTIFICATE OF INSURANCE/REINSURANCE: C12/DHL/197

THIS IS TO CERTIFY that Insurance for 100% of the limits hereon has been placed with the MARIAS FALLS INSURANCE COMPANY LIMITED for the account of DHL INTERNATIONAL GmbH and/or DEUTSCHE POST AG and/or their Associated and/or Subsidiary Companies including DHL Holdings (USA) Inc and that we in our capacity as Reinsurance Brokers to the MARIAS FALLS INSURANCE COMPANY LIMITED have placed 100% Reinsurance with Underwriters at Lloyd's and certain Insurance Companies against the following risks, up to the limits stated whilst operating anywhere in the world.

LIABILITIES – The Liability of the Insured to third parties and passengers arising out of the Insured's operations being aircraft third party, passenger, passenger baggage, aviation general third party, cargo and mail legal liability for a Combined Single Limit (Bodily Injury/Property Damage) of USD5,000,000 any one occurrence / each aircraft and in the annual aggregate in respect of Products, but the coverage provided by the Extended Coverage Endorsement (Aviation Liabilities) AVN52E is subject to a sub-limit of USD5,000,000 any one occurrence and in the annual aggregate. This sub-limit shall apply within the USD5,000,000 any one occurrence / each aircraft Combined Single Limit and not in addition thereto.

Coverage in respect of cargo and mail legal liability is provided in excess of a primary policy of EUR10,000,000 any one occurrence or series of accidents arising from a single occurrence.

With respect to motor vehicles, airside automobile liability coverage is provided whilst vehicles are operated airside at airport premises for a limit of at least USD5,000,000 any one occurrence.

It is hereby understood and agreed that the Insured has entered in to an agreement with Terminal One Group Association L.P. and The Port Authority of New York and New Jersey in respect of its operations at Newark Airport, Manhattan Heliport, and John F Kennedy International Airport and in connection therewith and for the duration of the Agreement insurers agree to include the following:

- 1.) Terminal One Group Association L.P. and Terminal One Management Inc and The Port Authority of New York and New Jersey as Additional Insureds for their respective rights and interests
- 2.) The insurers shall not, without obtaining express advance permission from the General Counsel of the Port Authority of New York and New Jersey, raise any defence involving in any way the jurisdiction of the tribunal over the person of the Port Authority of New York and New Jersey, the immunity of the Port Authority of New York and New Jersey, its commissioners, officers, agents or employees, the governmental nature of the Port Authority of New York and New Jersey or the provisions of any statutes representing suits against the Port Authority of New York and New Jersey.
- 3.) Except in respect of any provision for Cancellation or Automatic Termination specified in the Policy or any endorsement thereof, cover provided by the Endorsement may only be cancelled or materially altered in a manner adverse to Terminal One Group Association L.P. and/or Terminal One Management Inc and/or The Port Authority of New York by the giving of not less than Thirty (30) day notice (but not less than Seven (7) days or such lesser period as may be customarily available in respect of war and allied perils coverage) in writing. Notice shall be deemed to commence from the date such notice is given by the Insurers. Such notice will NOT, however, be given at normal expiry date of the Policy or any endorsement.



-2-

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policy Number J51206667 which is in force from 1 November 2012 until 1 November 2013 both days at 00.01 hours Local Standard Time, at the Insured's address.

For and on behalf of, JLT SPECIALTY LIMITED

M J Jeane

Authorised Signatory

This Certificate of Insurance/Reinsurance is issued by JLT Specialty Limited in our capacity as Insurance/Reinsurance Brokers subject to the terms, conditions, limitations, exclusions and cancellation provisions of the Policy(ies). In the event that the Original Insurance Policy affected with the Reinsured is terminated or cancelled for any reason, the reinsurance coverage certified under this Certificate will also be terminated or cancelled from the same time and date.

The Policy (ies) are subject to (Re) Insurers Liability Clause LMA 3333 21/06/07



**SCHEDULE OF ADDRESSEES TO CERTIFICATE OF INSURANCE/REINSURANCE NUMBER: C12-DHL-197
DATED 1 NOVEMBER, 2012**

INSURED DHL INTERNATIONAL GmbH and/or DEUTSCHE POST AG
SUBJECT Operations at Newark Airport, Manhattan Hellport, and John F Kennedy International
 Airport

COMPANY: Port Authority of New York and New Jersey
E-MAIL:
ADDRESSEE:

COMPANY: Terminal One Group Association, L.P.
E-MAIL:
ADDRESSEE:

**PLEASE NOTE: NOTICES ARE EFFECTIVE FROM THE TIME OF ISSUANCE BY UNDERWRITERS TO
JLT SPECIALTY LIMITED – AEROSPACE DIVISION. ALL NOTICES WILL BE GIVEN BY E-MAIL ONLY.
IN ORDER TO ENSURE THAT WE ARE ABLE TO PASS NOTICES ON TO THE REQUIRED PARTIES
PLEASE ADVISE US PROMPTLY OF ANY CHANGES WHICH NEED TO BE MADE TO THE ABOVE
SCHEDULE BY EMAIL TO: john_cruse@jltgroup.com/stephen_oates@jltgroup.com**

C12-DHL-197



JLT Specialty Limited
 One America Square
 London EC3N 2JL
 Tel +44 (0)20 7466 1300
 Fax +44 (0)20 7466 1444
 www.jltgroup.com

1 November, 2012

TO: PORT AUTHORITY OF NEW YORK AND NEW JERSEY

CERTIFICATE OF INSURANCE/REINSURANCE: C12/DHL/186

THIS IS TO CERTIFY that Insurance for 100% of the limits hereon has been placed with the MARIAS FALLS INSURANCE COMPANY LIMITED for the account of DHL INTERNATIONAL GmbH and/or DEUTSCHE POST AG and/or their Associated and/or Subsidiary Companies including DHL Holdings (USA) Inc and / or Airborne Express Inc and / or Danzas and that we in our capacity as Reinsurance Brokers to the MARIAS FALLS INSURANCE COMPANY LIMITED have placed 100% Reinsurance with Underwriters at Lloyd's and certain Insurance Companies against the following risks, up to the limits stated whilst operating anywhere in the world.

LIABILITIES – The Liability of the Insured to third parties and passengers arising out of the Insured's operations being aircraft third party, passenger, passenger baggage, aviation general third party, cargo and mail legal liability for a Combined Single Limit (Bodily Injury/Property Damage) of USD1,000,000,000 any one occurrence / each aircraft and in the annual aggregate in respect of Products, but the coverage provided by the Extended Coverage Endorsement (Aviation Liabilities) AVN52E is subject to a sub-limit of USD50,000,000 any one occurrence in the aggregate except with respect to cargo and mail whilst on board an aircraft or to passengers to whom the full Policy limit shall apply. This sub-limit shall apply within the USD1,000,000,000 any one occurrence / each aircraft Combined Single Limit and not in addition thereto.

Coverage in respect of cargo and mail legal liability is provided in excess of a primary policy of EUR10,000,000 any one occurrence or series of accidents arising from a single occurrence.

With respect to motor vehicles, airside automobile liability coverage is provided whilst vehicles are operated airside at airport premises for a limit of at least USD1,000,000,000 any one occurrence.

It is hereby certified that the Insured has entered in to an agreement with the Port Authority of New York and New Jersey in respect of its operations within New York and New Jersey and in connection therewith and for the duration of the Agreement Insurers agree to include The Port Authority of New York and New Jersey, the City of New York, Newark Liberty International Airport, the Downtown Manhattan Heliport and John F. Kennedy International Airport as Additional Insureds for their respective rights and interests and to include an Immunity Clause in favour of The Port Authority of New York and New Jersey in respect of operations at all Port Authority facilities, as follows:

The insurers shall not, without obtaining express advance permission from the General Counsel of the Port Authority of New York and New Jersey, raise any defence involving in any way the jurisdiction of the tribunal over the person of the Port Authority of New York and New Jersey, the immunity of the Port Authority of New York and New Jersey, its commissioners, officers, agents or employees, the governmental nature of the Port Authority of New York and New Jersey or the provisions of any statutes representing suits against the Port Authority of New York and New Jersey.

Notice of Cancellation

Except in respect of any provision for Cancellation or Automatic Termination specified in the Policy or any endorsement thereof, cover provided by the Endorsement may only be cancelled or materially altered in a manner adverse to the Additional Insureds by the giving of not less than Thirty (30) day notice (but not less than Seven (7) days or such lesser period as may be customarily available in respect of war and allied perils coverage) in writing. Notice shall be deemed to commence from the date such notice is given by the Insurers. Such notice will NOT, however, be given at normal expiry date of the Policy or any endorsement.



-2-

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policy Number J51206667 which is in force from 1 November 2012 until 1 November 2013 both days at 00.01 hours Local Standard Time, at the Insured's address.

For and on behalf of, JLT SPECIALTY LIMITED

M J Jeane

Authorised Signatory

This Certificate of Insurance/Reinsurance is issued by JLT Specialty Limited in our capacity as Insurance/Reinsurance Brokers subject to the terms, conditions, limitations, exclusions and cancellation provisions of the Policy(ies). In the event that the Original Insurance Policy effected with the Reinsured is terminated or cancelled for any reason, the reinsurance coverage certified under this Certificate will also be terminated or cancelled from the same time and date.

The Policy (ies) are subject to (Re) Insurers Liability Clause LMA 3333 21/06/07



**SCHEDULE OF ADDRESSEES TO CERTIFICATE OF INSURANCE/REINSURANCE NUMBER: C12-DHL-186
DATED 1 NOVEMBER 2012**

INSURED DHL INTERNATIONAL GmbH and/or DEUTSCHE POST AG

SUBJECT Agreement with the Port Authority of New York and New Jersey in respect of its
 operations within New York and New Jersey

COMPANY: Port Authority of New York and New Jersey

E-MAIL:

ADDRESSEE:

**PLEASE NOTE: NOTICES ARE EFFECTIVE FROM THE TIME OF ISSUANCE BY UNDERWRITERS TO
JLT SPECIALTY LIMITED – AEROSPACE DIVISION. ALL NOTICES WILL BE GIVEN BY E-MAIL ONLY.
IN ORDER TO ENSURE THAT WE ARE ABLE TO PASS NOTICES ON TO THE REQUIRED PARTIES
PLEASE ADVISE US PROMPTLY OF ANY CHANGES WHICH NEED TO BE MADE TO THE ABOVE
SCHEDULE BY EMAIL TO: john_cruse@jltgroup.com/stephen_oates@jltgroup.com**

C12-DHL-186

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2007

PRODUCER
Aon Risk Services, Inc of Washington
1420 Fifth Avenue
Suite 1200
Seattle WA 98101-4030 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE-(866) 283-7122 FAX-(800) 363-0105

INSURERS AFFORDING COVERAGE	NAIC #
-----------------------------	--------

INSURED
DHL Holdings (USA), Inc.
1210 South Pine Island Road
First Floor
Plantation FL 33324 USA

INSURER A:	American Home Assurance Co.	19380
INSURER B:	Insurance Company of the State of PA	19429
INSURER C:	New Hampshire Ins Co	23841
INSURER D:		
INSURER E:		

COVERAGES SIR MAY APPLY

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL 1738179	05/01/07	05/01/08	EACH OCCURRENCE	\$5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$5,000,000
						GENERAL AGGREGATE	\$5,000,000
						PRODUCTS - COMP/OP AGG	\$5,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	CA 9799374 AOS CA 9799372 MA CA 9799373 VA	05/01/07	05/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
A				05/01/07	05/01/08	BODILY INJURY (Per person)	
A				05/01/07	05/01/08	BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
C		EXCESS /UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	23000819	05/01/07	05/01/08	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 1182401 AOS. 1182373 FL 1182374 OR	05/01/07	05/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
A				05/01/07	05/01/08	E.L. EACH ACCIDENT	\$5,000,000
A				05/01/07	05/01/08	E.L. DISEASE-EA EMPLOYEE	\$5,000,000
						E.L. DISEASE-POLICY LIMIT	\$5,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 It is agreed that the Certificate Holder is included as an Additional Insured under the Commercial General Liability and Automobile Liability insurance policies, but only if required by a written contract. Port Authority Immunity Clause: The Insurer shall not, without obtaining express advance written permission from the General

CERTIFICATE HOLDER	CANCELLATION
The Port Authority of New York & New Jersey JFK International Airport Jamaica NY 11430 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Michael L. Day</i>

Holder Identifier : Certificate No : 570024804330

INSURED

DHL Holdings (USA), Inc.
1210 South Pine Island Road
First Floor
Plantation FL 33324 USA

DHL

First Named Insured: DHL Holdings (USA), Inc.

Allogis Corporation
Atlantis Licensing Corporation
DHL Aviation Americas, Inc.
DHL Capital Corporation
DHL Global Customer Solutions (USA), Inc. as of 05/27/04
DHL Information Services (Americas), Inc.
DHL Management Services, Inc.
DHL Regional Services, Inc.
DHL Express (USA), Inc.. FKA: DHL Worldwide Express, Inc.
DHL Airways but only as respects operations of DHL Holdings (USA), Inc.

Airborne, Inc.
Airborne Express, Inc.
Airborne Freight Corporation but only as respects operations of Airborne Express, Inc.
Wilmington Air Park, Inc.
Airborne Logistic Services

Aviation Fuel, Inc.
Awawego Delivery, Inc.
Sky Courier, Inc.
Airborne Express
Airborne Credit, Inc.

Danzas AEI, Inc.
Danzas Corporation d/b/a DHL Global Forwarding
Advanced Logistics Services Corp
AEI Drawback Services, Inc.
AEI Ocean Services, Inc.
AEI Express International USA, Inc.
Danzas Corporation
Radix Group International, Inc.
Air Express International

Including any subsidiary corporations thereof, or any tier, as now or hereafter constituted and any other legal entity in which the Named Insured has fifty percent or more ownership interest or in which the Named Insured exercises management or financial control.

In consideration of the premium charged, it is hereby understood and agreed that the Named Insured is amended to include DHL International (Bermuda) Ltd. and any subsidiaries of DHL International, but only with respect to the ownership or operations of DHL Holdings (USA), Inc. and it's subsidiaries as defined under this policy.

*Certificate of Insurance***AON***Aviation*

8 Devonshire Square
 London
 EC2M 4PL
 tel: 0207 623 5500
 fax: 0207 621 1511

TO: PORT AUTHORITY OF NEW YORK AND NEW JERSEY

1st November 2006**C06/DHL/186 DATED**

THIS IS TO CERTIFY that as Insurance Brokers we have placed insurance in the name of DHL INTERNATIONAL GmbH and/or DEUTSCHE POST AG and/or their Associated and/or Subsidiary Companies including DHL Holdings (USA) Inc and / or Airborne Express Inc and / or Danzas against the following risks, up to the limits stated whilst operating anywhere in the world.

LIABILITIES – The Liability of the Insured to third parties and passengers arising out of the Insured's operations being aircraft third party, passenger, passenger baggage, aviation general third party, cargo and mail legal liability for a Combined Single Limit (Bodily Injury/Property Damage) of USD1,000,000,000 any one occurrence / each aircraft and in the annual aggregate in respect of Products, but the coverage provided by the Extended Coverage Endorsement (Aviation Liabilities) AVN52E is subject to a sub-limit of USD60,000,000 any one occurrence except with respect to passengers to whom the full Policy limit shall apply. This sub-limit shall apply within the USD1,000,000,000 any one occurrence / each aircraft Combined Single Limit and not in addition thereto.

Coverage in respect of cargo and mail legal liability is provided in excess of a primary policy of EUR10,000,000 any one occurrence or series of accidents arising from a single occurrence.

With respect to motor vehicles, airside automobile liability coverage is provided whilst vehicles are operated airside at airport premises for a limit of at least USD1,000,000,000 any one occurrence.

It is hereby certified that the Insured has entered in to an agreement with the Port Authority of New York and New Jersey in respect of its operations within New York and New Jersey and in connection therewith and for the duration of the Agreement insurers agree to include The Port Authority of New York and New Jersey, Newark Liberty International Airport, the Downtown Manhattan Heliport and John F. Kennedy International Airport as Additional Insureds for their respective rights and interests

and to include an Immunity Clause in favour of The Port Authority of New York and New Jersey in respect of operations at all Port Authority facilities, as follows:

The insurers shall not, without obtaining express advance permission from the General Counsel of the Port Authority of New York and New Jersey, raise any defence involving in any way the jurisdiction of the tribunal over the person of the Port Authority of New York and New Jersey, the immunity of the Port Authority of New York and New Jersey, its commissioners, officers, agents or employees, the governmental nature of the Port Authority of New York and New Jersey or the provisions of any statutes representing suits against the Port Authority of New York and New Jersey.

Notice of Cancellation

Except in respect of any provision for Cancellation or Automatic Termination specified in the Policy or any endorsement thereof, cover provided by the Endorsement may only be cancelled or materially altered in a manner adverse to the Additional Insureds by the giving of not less than Thirty (30) day notice (but not less than Seven (7) days or such lesser period as may be customarily available in respect of war and allied perils coverage) in writing to Aon Limited, Aviation. Notice shall be deemed to commence from the date such notice is given by the Insurers. Such notice will NOT, however, be given at normal expiry date of the Policy or any endorsement.

Page 1

Aon Limited

Registered office: 8 Devonshire Square, London EC2M 4PL

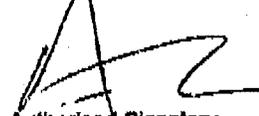
Registered in London No. 210725 • VAT Registration No. 490 8401 48

Aon Limited is authorised and regulated by the Financial Services Authority in respect of insurance mediation activities only.

Aon Limited

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policy Number AK0678587 which is in force until 1st November 2007 at 00.01 hours Local Standard Time, at the Insured's address.

Aon Limited, Aviation



Authorised Signatory

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.



Aviation

8 Devonshire Square
London
EC2M 4PL
tel: 0207 623 5500
fax: 0207 621 1511

TO: PORT AUTHORITY OF NEW YORK AND NEW JERSEY
TERMINAL ONE GROUP ASSOCIATION, L.P.

1st November 2007

C07/DHL197

THIS IS TO CERTIFY that as Insurance Brokers we have placed Insurance in the name of DHL INTERNATIONAL GmbH and/or DEUTSCHE POST AG and/or their Associated and/or Subsidiary Companies including DHL Holdings (USA) Inc against the following risks, up to the limits stated whilst operating anywhere in the world.

LIABILITIES – The Liability of the Insured to third parties and passengers arising out of the Insured's operations being aircraft third party, passenger, passenger baggage, aviation general third party, cargo and mail legal liability for a Combined Single Limit (Bodily Injury/Property Damage) of USD5,000,000 any one occurrence / each aircraft and in the annual aggregate in respect of Products, but the coverage provided by the Extended Coverage Endorsement (Aviation Liabilities) AVN52E is subject to a sub-limit of USD5,000,000 any one occurrence and in the annual aggregate. This sub-limit shall apply within the USD5,000,000 any one occurrence / each aircraft Combined Single Limit and not in addition thereto.

Coverage in respect of cargo and mail legal liability is provided in excess of a primary policy of EUR10,000,000 any one occurrence or series of accidents arising from a single occurrence.

With respect to motor vehicles, airside automobile liability coverage is provided whilst vehicles are operated airside at airport premises for a limit of at least USD5,000,000 any one occurrence.

It is hereby understood and agreed that the Insured has entered in to an agreement with Terminal One Group Association L.P. and The Port Authority of New York and New Jersey in respect of its operations at Newark Airport, Manhattan Heliport, and John F Kennedy International Airport and in connection therewith and for the duration of the Agreement insurers agree to include the following:

- 1.) Terminal One Group Association L.P. and Terminal One Management Inc and The Port Authority of New York and New Jersey as Additional Insureds for their respective rights and interests
- 2.) The insurers shall not, without obtaining express advance permission from the General Counsel of the Port Authority of New York and New Jersey, raise any defence involving in any way the jurisdiction of the tribunal over the person of the Port Authority of New York and New Jersey, the immunity of the Port Authority of New York and New Jersey, its commissioners, officers, agents or employees, the governmental nature of the Port Authority of New York and New Jersey or the provisions of any statutes representing suits against the Port Authority of New York and New Jersey.
- 3.) Except in respect of any provision for Cancellation or Automatic Termination specified in the Policy or any endorsement thereof, cover provided by the Endorsement may only be cancelled or materially altered in a manner adverse to Terminal One Group Association L.P. and/or Terminal One Management Inc and/or The Port Authority of New York by the giving of not less than Thirty (30) day notice (but not less than Seven (7) days or such lesser period as may be customarily available in respect of war and allied perils coverage) in writing to Aon Limited, Aviation. Notice shall be deemed to commence from the date such notice is given by the Insurers. Such notice will NOT, however, be given at normal expiry date of the Policy or any endorsement.

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policy Number AK0778587 which is in force until 1st November 2008 at 00.01 hours Local Standard Time, at the Insured's address.

Aon Limited

Aon Limited, Aviation

Authorised Signatory

Aon is not an insurer (or reinsurer) of any of these coverages. Except in the case of Aon's fraud or deliberate misstatement, this Certificate is issued without any liability in any circumstances on the part of Aon Ltd, or the members of the Aon group of companies or their respective directors and staff, past and present. Claims against Aon in respect of or arising out of this Certificate must be brought exclusively in the English courts and will be governed by English law.

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.