Torres Rojas, Genara FOIA #12503

From: steve@swaa.biz
Sent: Saturday, July 30, 2011 7:56 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Steven
Last Name: Cole
Company: Real Estate Appraisal
Mailing Address 1: 6021 E. Grant Road
Mailing Address 2:
City: Tucson
State: AZ
Zip Code: 85712
Email Address: steve@swaa.biz
Phone: 520-327-0000
Required copies of the records: Yes

List of specific record(s):
EWR Consent Agreement with Aero Newardk LLC for Bldgs 339 and 340, DHL Express occupancy of warehouse bay 10 and bldg 157, aero snow removal corp space permit JFK on 11012010.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

June 7, 2012

Mr. Steven Cole
Real Estate Appraisal
6021 E. Grant Road
Tucson, AZ 85712

Re: Freedom of Information Reference No. 12503

Dear Mr. Cole:

This is a response to your July 30, 2011 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for copies of the Port Authority consent agreements with Aero Newark LLC for buildings 339 and 340 and DHL Express occupancy of Warehouse Bay 10 and building 157 at EWR and Aero Snow Removal Corp. space permit at JFK dated 11/1/10.

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/12503-LPA.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

225 Park Avenue South
New York, , NY 10003
T: 212 435 3642 F: 212 435 7555

AVIATION DEPT.
FILE COPY

: For Port Authority Use Only :
Permit Number: ANC-133 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

NEWARK LIBERTY INTERNATIONAL AIRPORT
SPACE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named permission to use and occupy the following described space (herein *referred to as the "Space") at Newark Liberty International Airport, in the City of Newark, County of Essex and* State of New Jersey (herein called the "Airport"), in accordance with the Terms and Conditions hereof and the endorsements annexed hereto; and said Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions and the endorsements.

1. **PERMITTEE:** DHL EXPRESS (USA), INC., a corporation of the State of Ohio
2. **PERMITTEE'S ADDRESS:** 15-31 Papetti Plaza
   Elizabeth, NJ 07206
3. **PERMITTEE'S REPRESENTATIVE:** ~~Robert Inglis~~ → Steve Elkins MDL BP initial change
4. **SPACE:** As set forth in Special Endorsement No. 1 hereof.
5. **PURPOSES:** *As set forth in Special Endorsement No. 2 hereof.*
6. **FEES:** As set forth in Special Endorsement No. 3 hereof.
7. **EFFECTIVE DATE:** May 1, 2010
8. **EXPIRATION DATE:** April 30, 2015, unless sooner revoked or terminated as herein provided.
9. **ENDORSEMENTS:** 5.0, 11.1, 14.1, 15.1, 19.3, Insurance Schedule, Schedule A, Exhibit A, Exhibit F, and Special Endorsements

Dated: As of May 1, 2010

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Name _____
David Kagan (Please Print Clearly)
Assistant Director
(Title) Business, Properties & Airport Development

DHL EXPRESS (USA), INC., Permittee

By _____

Name MARVIN J. LARGER
(Please Print Clearly)

(Title) E.V.P.

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
	MD

MD/mmw BP

TERMS AND CONDITIONS

1. Certain Definitions:

(a) "**Airport**" or "**Newark Liberty International Airport**" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the Central Railroad of New Jersey and are shown upon the exhibit attached to the Basic Lease and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in the City of Newark", and lands contiguous thereto which may heretofore have been or may hereafter be acquired by the Port Authority to use for air terminal purposes.

(b) "**Basic Lease**" shall mean the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex, on October 30, 1947, in Book E-110 of Deeds, at pages 242, et seq.

(c) "**City**" shall mean The City of Newark, a municipal corporation of the State of New Jersey.

(d) "**Effective Date**" shall mean the date designated as the "Effective Date" in Item 7 on the cover page of this Permit.

(e) "**Executive Director**" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

(f) "**Expiration Date**" shall mean the date designated as the "Expiration Date" in Item 8 on the cover page of this Permit.

(g) "**General Manager of the Airport**" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; until further notice from the Port Authority to the Permittee it shall mean the General Manager or the Acting General Manager of Newark Liberty International Airport for the time being, or his duly designated representative or representatives.

(h) "**Hazardous Substance**" shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and substances declared to be hazardous or toxic or the removal, containment or restriction of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as

amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(i) "**Permittee's Representative**" shall mean the individual named in Item 3 on the cover page of this Permit or such other individual as the Permittee may designate by notice in accordance with the provisions of Section 20 below, entitled "Notices".

2. Effectiveness:

(a) The permission granted by this Permit shall take effect upon the Effective Date. Notwithstanding any other term or condition hereof, it may at any time be revoked by the Port Authority without cause upon thirty (30) days' prior notice, and terminated by the Permittee without cause upon thirty (30) days' prior notice; provided, however, that it may be revoked on twenty-four (24) hours' notice if the Permittee fails to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including without limitation the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the cleaning, repair or restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it cleaned, repaired or restored), the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the reasonable cost to the Port Authority of in-house legal services), repairing the space and putting the space in order (such as but not limited to repairing, cleaning and restoring the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the Expiration Date. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(b) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

(c) The permission hereby granted shall in any event terminate with the expiration or termination of the City Lease.

3. Use of Space by Permittee:

(a) The Space shall be used, pursuant to the permission hereby granted,

(1) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers, employees, and agents.

(2) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers and employees,

(3) if the Permittee is a partnership, by the Permittee acting only through the medium of its general partners and employees, or

(4) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees; or

(5) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees;

and the Permittee shall not, without the written approval of the Port Authority, use the Space through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or the permission granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

(b) The Permittee's Representative specified in Item 3 of the cover page of this Permit (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit and any act or things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension hereof and to give and receive notices hereunder.

(c) This Permit shall not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

(d) The Permittee hereby agrees that it will not carry on any business or operation in the Space or at the Airport other than as specifically provided herein without receiving the prior written consent of the Port Authority, which consent, if given, will be in the form of a Supplement hereto or a separate agreement with the Port Authority, which consent will specify whether the provisions regarding fees contained herein or any other provisions regarding fees shall apply to the conduct of such business or operation.

4. Condition of Space:

(a) The Permittee hereby acknowledges that prior to the execution of this Permit it has thoroughly examined and inspected the Space and has found the Space in good order and repair and has determined the Space to be suitable for the Permittee's operations hereunder, and acknowledges and agrees that it has not relied on any representations or statements of the Port Authority, its Commissioners, officers, employees or agents as to the condition or suitability thereof for use by the Permittee for the purposes contemplated herein. The Permittee agrees to and shall take the Space in its "as is" condition and the Port Authority shall have no obligation hereunder for preparation of the Space for the Permittee's use. The Permittee agrees that no portion of the Space will be used initially or at any time during the effective period of the permission granted hereunder which is in a condition unsafe or improper for the purposes contemplated herein so that there is possibility of injury or damage to life or

property and the Permittee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(b) Except to the extent required for the performance of any of the obligations of the Permittee under this Permit, nothing contained in this Permit shall grant to the Permittee any rights whatsoever in the air space above the height of the structures located on the Space as of the Effective Date hereof.

(c) The parties to this Permit hereby acknowledge that the Space is non-residential real estate.

5. Payment of Fees:

(a) Unless otherwise expressly provided in this Permit, the Permittee shall pay to the Port Authority a fee for its use and occupancy of the Space. The fee specified is a monthly fee, payable in advance on the Effective Date and on the first day of each and every calendar month thereafter.

(b) Payments made hereunder shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions:

Bank: TD Bank
Bank ABA Number: 031201360
Account Number:

or sent to such other address, or pursuant to such other wire transfer instructions, as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

(c) If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the fee payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

(d) Upon execution of this Permit by the Permittee, the Permittee shall pay to the Port Authority all unpaid fees and other monies due and payable under this Permit as of the date of execution.

6. Late and Service Charges:

(a) If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority or if any such amount is found to be due as the result of an audit,

then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 hereof or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

(b) The Permittee shall permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit and for one (1) year thereafter the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant in connection with the Permittee's use and occupancy of the Space as permitted hereunder within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any such corporate records and books of account.

7. Security Deposit: If the Permittee is obligated by any other agreement to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Airport pursuant to any such other agreement or otherwise, then all such obligations under such other agreement and any deposit pursuant thereto also shall be deemed obligations of the Permittee under this Permit and as security hereunder as well as under any such other agreement and all provisions of such other agreement with respect to such obligations and any obligations thereunder of the Port Authority as to the security deposit are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply or any permitted assignment of such other agreement shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

8. Indemnification of Port Authority:

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse

the Port Authority for the Port Authority's costs and expenses, including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder, including claims and demands of the City against the Port Authority pursuant to the provisions of the City Lease.

(b) The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any way connected with this Permit. Without in any way limiting its obligations under the preceding paragraph (a) hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any way connected with this Permit.

(c) If so directed, the Permittee shall at its own expense defend any suit based on any claim or demand referred to in the foregoing paragraphs (a) or (b) (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining the prior written consent of the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its governmental nature or the provisions of any statutes respecting the Port Authority.

(d) In the event of any injury or death to any person (other than employees of the Permittee) at the Airport when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, or damage to any property (other than the Permittee's property) at the Airport when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

9. Right of Entry Reserved: The Port Authority shall have the right at any time and as often as it considers necessary, to inspect the Space and (without any obligation so to do) to enter thereon to make ordinary repairs, and in the event of emergency to take such action therein as may be required for the protection of persons or property.

10. Rules and Regulations: The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations and procedures of the Port Authority now in effect, and such further reasonable rules and regulations and procedures which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport or for the safe and efficient operation of the Airport. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

11. Conduct of Operations:

(a) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the General Manager of the Airport covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

(b) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

(c) Unless otherwise expressly provided, the Permittee shall not install any vending machines or similar devices in the Space or use the Space (or permit it to be used) for the sale to its employees or to the public of any of the following goods and services: beverages, food, candy, gum, ice cream or ice cream products, tobacco or tobacco products, periodicals, books, drugs, toys, games, souvenirs, jewelry, novelties, clothing, flowers, sporting or photographic goods, toilet articles, theatre tickets, shoe shines, pressing and cleaning (except of its employees' uniforms), developing and printing of photographs and films or baggage-checking. The specificity of the foregoing enumeration of disallowed activities shall not be deemed to infer that any particular activities not so enumerated are permitted under this Permit.

(d) No signs, posters or similar devices shall be erected, displayed or maintained in view of the general public in or about the Space without the written approval of the General Manager of the Airport; and any not approved by him may be removed by the Port Authority at the expense of the Permittee. The Permittee shall not display, or permit the display of, advertising of third parties in the Space.

(e) The Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Airport, except in regular parking areas upon payment of regular charges therefor.

(f) The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airport. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification, which shall be subject to the approval of the General Manager. The Port Authority shall have the right to object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

(g) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No

facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

(h) The Permittee shall at all times maintain the Space in a clean and orderly condition and appearance. The Permittee shall promptly wipe up any oil, gasoline, grease, lubricants and other inflammable liquids and substances and any liquids and substances having a corrosive or detrimental effect on the paving or other surface of the ramps or other areas of the Space. The Permittee shall repair, replace, repave or rebuild, or at the Port Authority's election, the Permittee shall pay to the Port Authority the cost to the Port Authority of repairing, replacing, repaving or rebuilding, all or any part of the ramps or other areas of the Space which may be damaged or destroyed by such oil, gasoline, grease, lubricants or other liquids or substances or by any other act or omission of the Permittee or its employees, agents or contractors except for reasonable wear and tear arising out of its use and occupancy thereof.

12. Permittee Property:

(a) The personal property placed or installed by the Permittee in the Space shall remain the property of the Permittee and must be removed on or before the Expiration Date or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

(b) If the Permittee shall fail to remove its property upon the expiration, termination or revocation hereof, the Port Authority may, at its option, as agent for the Permittee and at the Permittee's risk and expense, remove such property to a public warehouse for deposit or retain the same in its own possession and after the expiration of thirty (30) days sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale, second to any sums owed by the Permittee to the Port Authority, and any balance remaining shall be paid to the Permittee, or may take such other action as may be necessary or desirable. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

13. Prohibited Acts:

(a) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Board of Fire Underwriters and the Fire Insurance Rating Organization of New Jersey, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

(b) The Permittee shall not do or permit to be done any act which:

(1) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(2) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(3) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(4) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(5) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(6) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

(c) For purposes of this Section, "Airport" includes all structures located thereon.

14. Specifically Prohibited Activities:

(a) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers at the Airport.

(b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Airport. Any Hazardous Substance disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Airport shall upon notice by the Port Authority to the Permittee be completely removed and/or remediated by the Permittee at its sole cost and expense.

(c) The Permittee shall not operate any engine or any item of automotive equipment in the Space without adequate ventilation.

(d) The Permittee shall not use any cleaning materials having a harmful or corrosive effect in the Space.

(e) The Permittee shall not fuel or defuel any equipment in the Space or elsewhere at the Airport without the prior approval of the General Manager of the Airport except in accordance with Port Authority rules and regulations.

(f) The Permittee shall not start or operate any engine or any item of automotive equipment in the Space unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

(g) The Permittee shall not solicit business in the public areas of the Airport and shall not at any time use any electric amplifying devices or hand megaphones whatsoever.

15. Labor Disturbances:

(a) (1) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Airport which interfere or are likely to interfere with the operation of the Airport or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Airport or with the operations of the Permittee under this Permit.

(2) The Permittee shall immediately give notice to the Port Authority (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Permittee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(b) If any type of strike or other labor activity is directed against the Permittee at the Airport or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Airport or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

16. Law Compliance:

(a) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Airport.

(b) The Permittee shall procure all licenses, certificates, permits or other authorization necessary for the Permittee's operations at the Airport from all governmental authorities, if any, having jurisdiction.

(c) The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(d) The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Airport and are not to be construed as a submission by the Port Authority to the application to itself of any such requirements.

(e) The Port Authority has agreed by a provision in the City Lease to conform to the enactments, ordinances, resolutions and regulations of the City and of its various departments, boards and bureaus in regard to the construction and maintenance of improvements at the Airport and in regard to life safety, health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

17. Federal Airport Aid: The Permittee shall:

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded, and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

18. Non-Discrimination:

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (i) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Space, (ii) that in the construction of any improvements on, over, or under the Space and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (iii) that the Permittee shall use the Space in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Section in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Section shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Section and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Space.

19. Affirmative Action: The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly

will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

20. Notices: A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the cover page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's Representative, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

21. No Broker: The Permittee represents and warrants that no broker has been concerned in the negotiation or execution of this Permit and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee shall indemnify the Port Authority and save it harmless from any and all claims which have been or which may be made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this Permit or in connection with any permission to use the Space.

22. Counterclaims: The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

23. Effect of Use and Occupancy after Expiration, Revocation or Termination:

(a) Notwithstanding any other provision in this Permit, in the event that the Permittee shall continue to use the Space after the expiration or earlier termination of the period of permission of this Permit, such continuation of use shall not be deemed to operate as a renewal or extension of this Permit but shall only create a month-to-month extension of this Permit, which extension shall be terminable on thirty days' notice.

(b) The Permittee acknowledges that the failure of the Permittee to surrender, vacate and yield up the Space to the Port Authority on the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

24. No Personal Liability: No Commissioner, director, officer, agent or employee of either party shall be charged personally by the other party with any liability, or held liable to the other party, under any term or provision of this Permit, or because of the party's execution or attempted execution, or because of any breach thereof.

25. No Waiver: No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term, covenant or condition of this Permit shall affect or alter this Permit but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

26. Construction and Application of Terms:

(a) The use of headings in this Permit is for convenience of reference only and in no way intended to define, limit or describe the scope or intent of any provision hereof.

(b) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Permit or any amendments, addendums or supplements hereto or any endorsements, exhibits, schedules or other attachments hereto.

(c) The provisions and obligations contained in any endorsements, exhibits, schedules or other attachments hereto shall have the same force and effect as if set forth in full herein.

27. Governing Law:

This permit and any claim, dispute or controversy arising out of, under or related to this permit shall be governed by, interpreted and construed in accordance with the laws of the State of New Jersey, without regard to choice of law principles.

28. Entire Agreement:

This Permit, including the attached exhibits, endorsements, schedules and other attachments, if any, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

The Port Authority shall be under no obligation to furnish any services or utilities whatsoever at or on the Space.

STANDARD ENDORSEMENT NO. 5.0
SERVICES
All Installations
4/4/77

The Port Authority, by its officers, employees, representatives, contractors, licensees, and their employees, shall have the right for the benefit of the Port Authority, or the Permittee and/or for the benefit of others than the Permittee to maintain existing and future heating, water, gas, electricity, sewerage, drainage, fire protection sprinkler, ventilating, refrigerating, fuel and communication systems and other such service systems, including all tubes, pipes, lines, mains, wires, conduits and equipment on or about the Space and to enter upon the Space at all reasonable times and to make such repairs, replacements and alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable, and, from time to time, to construct or install over, on, in or under the Space new tubes, pipes, lines, mains, wires, conduits and equipment, provided however, that the same shall be done so as to interfere as little as reasonably possible with the Permittee's operations.

Nothing contained in this Endorsement shall or shall be construed to impose upon the Port Authority any obligations so to maintain or to make repairs, replacements, alterations or additions or any liability for failure to do so.

STANDARD ENDORSEMENT NO. 11.1
MAINTENANCE OF SERVICE FACILITIES
All Facilities
7/21/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

Whenever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them", or "its", "his", "her", "hers", "their", or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

STANDARD ENDORSEMENT NO. 15.1
USE OF PERSONAL PRONOUN
All Facilities
7/21/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book *E-110* of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

INSURANCE SCHEDULE

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "Permit"), in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below, and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance Combined single limit per occurrence for death, bodily injury and property damage liability:	$100,000,000.00
Commercial Automobile Liability Insurance (covering owned, non-owned and hired vehicles) Combined single limit per occurrence for death, bodily injury and property damage liability:	$25,000,000.00
Workers' Compensation and Employers Liability Insurance	Statutory

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 8 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such

reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy shall contain a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

For the Port Authority

Initialed:

For the Permittee

SCHEDULE A

I. The Permittee shall pay the Airport Services Factor of the Basic Fee at the rate stated in Special Endorsement No. 3 of the Permit to which this Schedule is attached (the "Permit"), until the said rate is adjusted as hereinafter provided. After the close of calendar year 2009 and after the close of each calendar year thereafter, the Port Authority will adjust the Airport Services Factor of the monthly rate of the Basic Fee specified in paragraph (a) of Special Endorsement No. 3 of the Permit, upwards or downwards, as follows:

II. Definitions:

The following terms, when used in this Schedule, have the respective meanings given below:

(a) *"Airport Services"* shall mean such systems, non-revenue producing areas, operations and functions as may be related to serving the Airport from time to time during the period of permission under the Permit including without limitation thereto, air terminal highways (as so designated by the Port Authority from time to time), communications and signals, storm and sanitary sewers, water distribution, and other systems designed to provide utilitarian services to Airport areas, restricted use service highways, non-revenue producing space in structures, facilities, areas or subdivisions thereof necessary to the operations of the Port Authority administrative, maintenance, policing and operations space.

(b) *"Fixed Charges on Port Authority Investment"* shall mean amortization and interest on Port Authority investment in items completed subsequent to December 31, 1964. Such fixed charges shall be determined on the basis of an equal annual payment method. The interest factor used in determining the fixed charges for all of the foregoing shall be the weighted average coupon rate for the twelve months ending November 30 of each year, rounded to the nearest hundredth percent, on all long-term bonds outstanding, the proceeds of which were made available for construction at the Airport.

(c) The symbol "%" and the words "percentum" and "percent" whenever used herein or in the Agreement shall be deemed to be used synonymously and interchangeably.

(d) *"Port Authority Investment"* as used for the computation of fixed charges shall consist of:

A. Construction costs

(1) payments to contractors and/or vendors and suppliers;

(2) preminums or charges for Performance Bonds;

(3) insurance premiums or charges;

(4) direct payroll and expenses of Port Authority forces engaged in performance or supervision of construction work, charged in accordance with Port Authority accounting practice.

B. Engineering Services:

(1) payments to outside consultants and engineering firms;

(2) direct payroll and expenses of Port Authority staff, charged in accordance with Port Authority accounting practice.

C. Land acquisition costs and the cost of acquisition of any interest therein, including air rights whether by purchase, lease, condemnation or other taking for a purpose, use or otherwise.

D. Other direct costs charged in accordance with Port Authority practice.

E. Liquidated overhead in lieu of the Port Authority's administration and overhead costs in the amount of ten percent (10%) of the sum of all other elements of cost included in Port Authority investment (including Financial Expense, "F" below).

F. Financial Expense on the foregoing computed in accordance with Port Authority accounting practice.

(e) *"Total Developed Land Square Footage on the Airport"* shall mean all land within the Airport boundary as the same may be changed from time to time (exclusive, however, of land situated to the north and west of United States Routes 1-9) which is revenue-producing, including but not limited to, all land under lease or permit, land actually developed for specific use and all land specifically designated as part of the Public Aircraft Facilities.

III. The Port Authority shall determine the total of the following major elements of costs actually incurred or accrued during the calendar year for which the adjustment is being made, in connection with Airport Services:

(a) Fixed Charges on Port Authority Investment in Airport Services.

(b) The Port Authority's cost of direct labor, materials, payments to contractors and suppliers and other costs for operation, maintenance, repairs and replacements charged directly to Airport Services, and the pro rata share of the cost of snow and ice removal, such costs, however, to exclude those charged to Port Authority non-revenue producing areas.

(c) The Port Authority's cost of direct labor, materials, payments to contractors and suppliers and other costs charged directly to Policing and Traffic functions at the Airport (whether performed by the Airport Police Section or such other Sections or other Port Authority organization unit or units as my hereafter perform the same or similar functions).

(d) The Port Authority's cost of labor which was charged directly to the Airport Manager's Office (or such other Port Authority office or organization unit or units as may hereafter from time to time perform the same or similar functions).

IV. The Port Authority shall also determine for the calendar year for which the adjustment is being made the percentage of The Total Developed Level Square Footage on the Airport occupied by the Space.

V. The Port Authority will multiply the Airport Services Factor as stated in paragraph (a)(3) of Special Endorsement No. 3 of the Permit by a fraction the numerator of which shall be the total of the major elements of costs actually incurred or accrued as determined under Paragraph II, subparagraphs (a) through (d) above and the denominator of which shall be the total of the major

elements of costs actually incurred or accrued as determined for the year prior to the year for which the adjustment is being made (for the calendar year 2009 adjustment, it is hereby agreed said denominator shall be $90,349.17); and the resulting product shall be multiplied by a fraction the numerator of which shall be the percentage determined in paragraph IV above and the denominator of which shall be the actual percentage of Total Developed Land Square Footage on the Airport occupied by the Space determined for the year prior to the year for which the adjustment is being made (for the calendar year 2009 adjustment, it is hereby agreed said denominator shall be 0.092%).

VI. The resultant product shall constitute the final Airport Services Factor for the calendar year for which the adjustment is being made. It shall also constitute the tentative Airport Services Factor for the calendar year in which such factor is calculated. The final Airport Services Factor shall be the amount due and payable by the Permittee to the Port Authority for the calendar year so adjusted and for the months which have clasped since the end of that calendar year. The Permittee shall continue to make payments based on the new tentative Airport Services Factor until the same is further adjusted.

VII. In event more than one Airport Services Factor is in effect during the calendar year for reasons other than the adjustment pursuant to Paragraph V hereof, the Port Authority will multiply each such Airport Services Factor by the fractions stated in Paragraph V above, except that the percentage to be used as the denominator of the second of the said fractions shall be the percentage in effect at the same time as each such Airport Services Factor is in effect.

VIII. In the event more than one Airport Services Factor is in effect during a calendar year for reasons other than the adjustment pursuant to Paragraph V hereof, resulting in more than one resultant product after the adjustment involving the Airport Services Factor in effect at the end of the calendar year for which the adjustment is being made shall constitute the final Airport Services Factor for the portion of said calendar year during which said Airport Services Factor was in effect. It shall also constitute the tentative Airport Services Factor for the calendar year in which such factor is calculated. All other resultant products shall each constitute the final Airport Services Factor for that portion of the calendar year for which the adjustment is being made during which the respective tentative Airport Services Factor was in effect.

IX. Any deficiency in the Basic Fee due to the Port Authority from the Permittee for any calendar year resulting from the adjustment of the Airport Services Factor shall be paid to the Port Authority by the Permittee within thirty (30) days after demand thereof and any excess payments made by the Permittee determined on the basis of an adjusted Airport Services Factor shall be credited against future rentals or refunded to the Permittee if no future rentals shall be due under this Agreement, such credit or refund to be made within thirty (30) days following the adjustment of the Airport Services Factor.

X. The Port Authority and the Permittee hereby agree that the Phase IA Costs, as defined in Special Endorsement No. 3 of the Permit, shall not be included in any calculation under this Schedule A. All costs for construction, repair, maintenance, modification and operation of the Phase I A Roadway not included in the Phase 1 A Costs shall be included hereunder.

For the Port Authority

Initialed:

For the Permittee

SPECIAL ENDORSEMENTS

1. The Permittee is hereby given permission to use the following areas in Cargo Building No. 157:

(a) the office identified as "OF-10, OF-11, OF-13, and OF-14" and shown in diagonal hatching (hereinafter called "Area OF") on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A (sheet 3 of 4)";

(b) the warehouse area identified as "W-10" and shown in diagonal hatching (hereinafter called "Area W") on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A (sheet 2 of 4)";

(c) the ramp area identified as "R-10" and shown in diagonal hatching (hereinafter called "Area R") on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A (sheet 4 of 4)";

(d) the truck dock area identified as "T-10" and shown in diagonal hatching (hereinafter called "Area T") on "Exhibit A (sheet 4 of 4)";

(e) the aircraft parking area identified as A-2 and shown in stipple (hereinafter called "Area A") on "Exhibit F";

(f) the parking area identified as P-2 and shown in cross hatching (hereinafter called "Area P") on "Exhibit A (sheet 4 of 4)";

Exhibit A, and Exhibit F are hereinafter collectively called the "Exhibits" and the aforesaid Area OF, Area W, Area R, Area T, Area A, and Area P are hereinafter collectively called the "Space".

2. The Permittee, in accordance with all the provisions and conditions of this Permit, shall use the Space for the following purposes and for no other purpose or purposes whatsoever.

(a) Area OF and A-2 for operations, business and administrative offices in connection with the permitted operations of the Permittee in Area W;

(b) Area W for the reception, temporary storage and distribution of the Permittee's air cargo and for the maintenance and repair of ground support equipment used by the Permittee in connection with such air cargo operations;

(c) Area R for the loading and unloading of the Permittees's air cargo from ramp vehicles and for the parking and storage of ramp vehicles and cargo handling equipment;

(d) Area T for the loading and unloading of the Permittee's air cargo on and from trucks and other vehicles and either unloaded from or to be loaded aboard aircraft at Area A under this permit and for temporary parking of such vehicles;

(e) Area A for the temporary parking or stationing of the Permittee's contract carriers aircraft then the subject of cargo loading/unloading operations thereat or awaiting then anticipated receipt of air cargo thereat and for loading and unloading of cargo onto or from the Permittee's aircraft and ramp vehicles and for the parking and storage of such ramp vehicles and equipment associated with such loading and unloading or cargo handling at the space; and

(f) Area P for five vehicular parking spaces.

3. (a) Basic Fee:

(1) Commencing as of the Effective Date and throughout the period of the permission hereunder, the Permittee shall pay to the Port Authority a Basic Fee for the Space, which Basic Fee shall be made up of two factors, the "Base Factor" and the "Airport Services Factor". Each factor shall be in the amount and adjusted as hereinafter provided.

(2) **Base Factor**:

(i) Effective for the period from May 1, 2010 through April 30, 2011, the amount of the Base Factor payable by the Permittee shall be at the monthly rate of Thirty-four Thousand Five Hundred Thirty-four Dollars and Eighty-seven Cents ($34,534.87), and

(ii) Effective for the period from May 1, 2011 through April 30, 2012, the amount of the Base Factor payable by the Permittee shall be at the monthly rate of Thirty-five Thousand Nine Hundred Sixteen Dollars and Twenty-six Cents ($35,916.26), and

(iii) Effective for the period from May 1, 2012 through April 30, 2013, the amount of the Base Factor payable by the Permittee shall be at the monthly rate of Thirty-seven Thousand One Hundred Sixty-five Dollars and Sixty-five Cents ($37,165.65), and

(iv) Effective for the period from May 1, 2013 through April 30, 2014, the amount of the Base Factor payable by the Permittee shall be at the monthly rate of Thirty-eight Thousand Six Hundred Fifty-two Dollars and Twenty-seven Cents ($38,652.27), and

(v) Effective for the period from May 1, 2014 through April 30, 2015, the amount of the Base Factor payable by the Permittee shall be at the monthly rate of Forty Thousand One Hundred Ninety-eight Dollars and Thirty-six Cents ($40,198.36), and

SPECIAL ENDORSEMENTS

(3) **Airport Services Factor:**

(i) For the period from May 1, 2010 to April 30, 2011, both dates inclusive, the Airport Services Factor shall be in the amount of Thirteen Thousand Nine Hundred Ninety-three Dollars and One Cent ($13,993.01) per month.

(ii) The Airport Services Factor in the amount set forth in paragraph (a)(3)(i) above is the tentative Airport Services Factor for the 2009 calendar year. After the close of calendar year 2010 the Airport Services Factor for the 2009 calendar year and for each and every calendar year thereafter shall be adjusted in accordance with the provisions attached hereto, made a part hereof and marked "Schedule A".

(iii) The final Airport Services Factor for the calendar year in which the expiration date of this Agreement occurs may not be determined for some months after such expiration. Notwithstanding the foregoing, the Permittee's obligation to pay any deficiency in the Basic Fee for such calendar year or the Port Authority's obligation to pay a refund resulting from the determination of the final Airport Services Factor for such year shall survive such expiration of this Agreement and shall remain in full force and effect until such deficiency or refund, if any is paid. The Permittee hereby specifically acknowledges that neither the survival of the obligation with respect to any such deficiency or refund nor any other provision of this Agreement shall grant or shall be deemed to grant any rights whatsoever to the Permittee to have the term of the letting under this Agreement extended for any period beyond the expiration date of this Agreement or affect in any way the Port Authority's right to terminate this Agreement as provided herein.

(b) The Monthly Phase 1A Roadway Charge:

Commencing on the Effective Date and on the first day of each and every calendar month thereafter throughout the period of permission hereunder, the Permittee shall pay to the Port Authority a Monthly Phase 1A Roadway Charge in the amount of Two Hundred Fifty -seven Dollars and Sixty-six Cents ($257.66) per month.

4. The Permittee shall keep the Space in clean and orderly condition and appearance and shall pay to the Port Authority upon demand the cost of repairing, replacing, rebuilding or painting any part of the Space or of the Airport which may be damaged or destroyed as a result of the Permittee's operations hereunder or by its use of the Space in any manner whatsoever.

5. Without limiting the generality of any of the provisions of this Permit, the Port Authority shall have no liability of any kind whatsoever for loss, theft or damage of or to any property, equipment or materials of any kind whatsoever placed on the Space or elsewhere at the

Airport including, but not limited to, any loss, theft or damage due to the acts or omissions of the Port Authority.

6. The Permittee shall daily wipe up all oil, gasoline, grease, lubricants and other inflammable liquids and substances and all liquids and substances having a corrosive or detrimental effect on the paving or other surface of the Space or of the means of ingress and egress to and from the Space, which may leak or be spilled or placed thereon by reason of the operations of the Permittee hereunder. The Permittee shall not perform mechanical, electrical or structural repairs of equipment in or on the Space, and shall not therein clean, wash, fuel, lubricate or paint any equipment and shall not store in or on the Space any fuel or lubricant, oil, greases or other chemicals or supplies; provided Permittee may keep upon and use within the space limited quantities of cleaning materials, oils, fluids, etc., in the ordinary course of Permittee's business so long as such materials are all stored and used in accordance with applicable laws.

7. The Permittee shall repair any damage to the paving or other surface of the Space caused by oil, fuel, grease, lubricants, chemicals or other liquids and substances. In the event the Permittee fails to commence to repair within a period of ten (10) days after notice from the Port Authority so to do, or fails diligently to continue to completion such repair, the Port Authority, in addition to other remedies it may have, may at its option repair all or any part of the paving or other surface of the Space and charge the cost thereof to the Permittee which cost the Permittee hereby agrees to pay on demand.

8. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Four Hundred Sixty-nine Thousand Dollars and No Cents ($469,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and

thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

9. Except as provided in this Special Endorsement, the Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Permit or the use and occupancy of the Space.

(a) The Port Authority shall, without additional charge and subject to paragraphs (b) and (c) below, furnish cold water through existing pipes to the Permittee in the enclosed portion of the Space.

(b) The Port Authority shall be under no obligation to furnish the above service if and to the extent and during any period that the furnishing of such service or the use of any component necessary thereof shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it

in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

(c) Any failure, delay or interruption, including without limitation thereto any failure, delay or interruption under the preceding paragraph of this Special Endorsement, in supplying the agreed service (whether or not a separate charge is made therefore) shall not relieve the Permittee of any obligations hereunder and (unless resulting from the negligence of the Port Authority and continuing for a period of five (5) days after notice to the Port Authority) shall not be grounds for any claim by the Permittee for damages, consequential or otherwise.

10. (a) The Port Authority shall not be obligated to police the use of the Space or to keep the Space guarded or attended at any time, nor shall the Port Authority have any responsibility to ensure that others do not use or occupy the Space, or to provide any other service whatsoever in connection therewith.

(b) The Rules and Regulations of the Port Authority relating to safe and orderly operations and conduct on the public vehicular parking area shall apply to the Permittee's operations on the Space as if the Space were a public vehicular parking area, and the Permittee's obligations in connection therewith shall be as stated in said Rules and Regulations.

11. In the use of the means of ingress and egress to and from the Space, the Permittee shall exercise a high degree of care to avoid injuries to persons and damage to property. The indemnity provided in Section 8 of the Terms and Conditions of this Permit and in the Insurance Schedule, shall cover all claims for death, personal injuries or property damages, arising out of such use, regardless of the degree of care exercised regardless of whether such use was by the Permittee or by others with the consent of the Permittee, and regardless of whether such use was in accordance with the Rules and Regulations of the Port Authority.

12. In the event 49 CFR Part 23 is applicable to the permission granted under this Permit, then:

(a) This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

(b) The Permittee agrees to include the above statements in paragraph (a) in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in furthers agreements.

SPECIAL ENDORSEMENTS

13. Neither the execution and delivery of this Permit nor any act done pursuant thereto shall create between the Permittee and the Port Authority the relationship of bailor and bailee, the relationship of storer and garage keeper, or any other relationship except that of licensee of space and licensor; nor shall there be created thereby any legal status which would impose upon the Port Authority with respect to any property in the Space any duty or obligation whatsoever. The Permittee expressly agrees that unless otherwise agreed in writing, the Port Authority shall have no liability with respect to any vehicle parked in the Space, or with respect to property of the Permittee or of any other person whatsoever left in or on any vehicle parked in the Space.

14. Any notices to be given to the Permittee under Section 20 of the Terms and Conditions shall also be sent to the following addresses and persons: 1210 South Pine Island Rd. Plantation, Florida 33324 Attention: Suite 200- Real Estate with a copy to 1210 South Pine Island Rd. Plantation, Florida 33324 Attention: Suite 100 – Legal Department.

15. The first sentence of Paragraph 13(a) of the Terms and Conditions shall be deleted and the following shall be deemed inserted in lieu thereof:

> "The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Board of Fire Underwriters and the Fire Insurance Rating Organization of New Jersey, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder or to the Space due to Permittee's specific and unique use of the Space."

16. Paragraph 16(a) of the Terms and Conditions shall be deleted and the following shall be deemed inserted in lieu thereof:

> "The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain to or apply to the Permittee's operations at the Airport or to the Space due to Permittee's specific and unique use of the Space."

Initialed For:

The Port Authority

The Permittee

LEASE FILE

:This Space for Port Authority Use Only :

:Permit Number AYE-072 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

JOHN F. KENNEDY INTERNATIONAL AIRPORT
SPACE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named permission to use and occupy the following described space (hereinafter referred to as the "Space") at John F. Kennedy International Airport (hereinafter called the "Airport") for the purposes hereinafter specified and purposes incidental thereto in accordance with the Terms and Conditions hereof; and said Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in said Terms and Conditions.

1. PERMITTEE: AERO SNOW REMOVAL CORP., a ~~Delaware corporation~~ New Jersey corp

2. PERMITTEE'S ADDRESS: 30 Sagamore Hill Drive
Port Washington, New York 11050

3. PERMITTEE'S REPRESENTATIVE: William Wynperle, Jr.

4. SPACE: As set forth in Special Endorsement No. 1.

5. PURPOSES: As set forth in Special Endorsement No. 3.

6. FEES: As set forth in Special Endorsement No. 4.

7. EFFECTIVE DATE: November 1, 2010

8. EXPIRATION DATE: October 31, 2013, unless sooner revoked or terminated in accordance with the provisions hereof.

9. ENDORSEMENTS AND EXHIBITS ANNEXED AT TIME OF ISSUANCE: Special Endorsements, Standard Endorsements 9.6, 11.1, 14.1, 15.1 and Exhibit A.

Dated: As of September 27, 2010

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Name David Kagan
Assistant Director
Business, Property & Airport Development

(Title) _____

AERO SNOW REMOVAL CORP., Permittee

By _____ 76

Name WILLIAM F. WYNPERLE, JR.
(Please Print Clearly)

(Title) EXECUTIVE VICE PRESIDENT President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

FMT/AG

1. Certain Definitions.

(a) "Airport" shall mean John F. Kennedy International Airport, consisting of certain premises identified as "John F. Kennedy International Airport" on Sheet JFK-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property and premises as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.

(b) "City" shall mean The City of New York, a municipal corporation of the State of New York.

(c) "City Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same may have been or may be amended or supplemented.

(d) "Effective Date" shall mean the date designated as the "Effective Date" in item 7 on the first page of this Permit.

(e) "Expiration Date" shall mean the date designated as the "Expiration Date" in item 8 on the first page of this Permit.

(f) "General Manager of the Airport" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; until further notice from the Port Authority to the Permittee it shall mean the General Manager or the Acting General Manager of John F. Kennedy International Airport for the time being, or his duly designated representative or representatives.

(g) "Permittee's Representative" shall mean the individual named in item 3 on the first page of this Permit or such other individual as the Permittee may designate by notice in accordance with the provisions of Section 16 below, entitled "Notices".

2. Effectiveness.

(a) The permission granted by this Permit shall take effect upon the Effective Date. Notwithstanding any other term or condition hereof, it may at any time be revoked by the Port Authority without cause upon thirty (30) days' prior notice, and terminated by the Permittee without cause upon thirty (30) days' prior notice; provided, however, that it may be revoked on twenty-four (24) hours' notice if the Permittee fails to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including without limitation the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the Expiration Date. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include,

without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).

(b) The permission hereby granted shall in any event terminate with the expiration or termination of the City Lease.

3. Use of Space.

The Space shall be used, pursuant to the permission hereby granted:

(i) If the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(ii) If the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers and employees,

(iii) If the Permittee is a partnership, by the Permittee acting only through the medium of its general partners and employees,

(iv) If the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees, or

(v) If the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees;

and the Permittee shall not, without the written approval of the Port Authority, use the Space through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or the permission granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

4. No Agency.

This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

5. Conduct of Operations.

(a) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the General Manager of the Airport covering the operations of the Permittee under the Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

(b) The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airport. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The Port Authority shall have the right to

object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

(c) The Permittee shall not solicit business in the public areas of the Airport and shall not at any time use any electric amplifying devices or hand megaphones whatsoever.

6. Rules and Regulations.

In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Airport constituting a means of ingress to and egress from the Space, and also in the use of portions of the Airport to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Airport.

7. Parking.

The Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Airport, except in regular parking areas upon payment of regular charges therefor.

8. Indemnification of Port Authority.

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from all claims and demands of third persons, including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder, including claims and demands of the City against the Port Authority pursuant to the provisions of the City Lease.

(b) The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any way connected with this Permit. Without in any way limiting its obligations under the preceding paragraph (a) hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

(c) If so directed, the Permittee shall at its own expense defend any suit based on any claim or demand referred to in the foregoing paragraphs (a) or (b) (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining the prior written consent of the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its governmental nature or the provisions of any statutes respecting the Port Authority.

9. Port Authority Property.

(a) The Permittee shall accept the Space in its present condition and shall repair any damage thereto caused by its operations. The Permittee shall not install any fixtures or make any

alterations, additions, improvements or repairs in the Space except with the written approval of the Port Authority.

(b) The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

10. Permittee Property.

(a) The personal property placed or installed by the Permittee in the Space shall remain the property of the Permittee and must be removed on or before the Expiration Date or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

(b) If the Permittee shall fail to remove its property upon the expiration, termination or revocation hereof, the Port Authority may, at its option, as agent for the Permittee and at the Permittee's risk and expense, remove such property to a public warehouse for deposit or retain the same in its own possession and after the expiration of thirty (30) days sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale, second to any sums owed by the Permittee to the Port Authority, and any balance remaining shall be paid to the Permittee, or may take such other action as may be necessary or desirable. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

11. Specifically Disallowed Activities.

Unless otherwise expressly provided, the Permittee shall not install any vending machines or similar devices in the Space or use the Space (or permit it to be used) for the sale to its employees or to the public of any of the following goods and services: beverages, food, candy, gum, ice cream or ice cream products, tobacco or tobacco products, periodicals, books, drugs, toys, games, souvenirs, jewelry, novelties, clothing, flowers, sporting or photographic goods, toilet articles, theatre tickets, shoe shines, pressing and cleaning (except of its employees' uniforms), developing and printing of photographs and films or baggage-checking. The specificity of the foregoing enumeration of disallowed activities shall not be deemed to infer that any particular activities not so enumerated are permitted under this Permit.

12. Prior Approval of Signs, etc.

No signs, posters or similar devices shall be erected, displayed or maintained in view of the general public in or about the Space without the written approval of the General Manager of the Airport; and any not approved by him may be removed by the Port Authority at the expense of the Permittee. The Permittee shall not display, or permit the display of, advertising of third parties in the Space.

13. Right of Entry Reserved.

The Port Authority shall have the right at any time and as often as it considers necessary, to inspect the Space and (without any obligation so to do) to enter thereon to make ordinary repairs, and in the event of emergency to take such action therein as may be required for the protection of persons or property.

14. The City Lease.

The Permittee acknowledges that it has received a copy of, and is familiar with the contents of, the City Lease. The Permittee acknowledges that no greater rights or privileges are hereby granted to the Permittee than the Port Authority has the power to grant under the City Lease.

In accordance with the provisions of the City Lease, the Port Authority and the Permittee hereby agree as follows:

(i) This Permit is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(ii) The Permittee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(iii) With respect to this Permit, the Permittee on the termination of the City Lease will, at the option of the City, enter into a direct permit on identical terms with the City;

(iv) The Permittee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the City Lease;

(v) The Permittee shall not use any portion of the Airport for any use other than as permitted under the City Lease;

(vi) The Permittee shall use the Space in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(vii) The failure of the Permittee to comply with the foregoing provisions shall be an event of default under this Permit, which shall provide the Port Authority with the right to revoke this Permit and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

(viii) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Permittee pursuant to this Permit.

15. Permittee's Representative.

The Permittee's Representative shall have full authority to act for the Permittee in connection with this Permit and any things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension hereof and to give and receive notices hereunder.

16. Notices.

A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's Representative,

and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

17. Unpaid Fees.

Upon execution of this Permit by the Permittee, the Permittee shall pay to the Port Authority all unpaid fees and other monies due and payable under this Permit as of the date of such execution.

18. Late Charges.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

19. No Waiver.

No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term, covenant or condition of the Permit shall affect or alter the Permit but each and every

agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

20. Federal Airport Aid.

The Permittee shall:

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

21. Non-Discrimination.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Space, (2) that in the construction of any improvements on, over, or under the Space and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use the Space in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Section in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Section shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Section and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Space.

22. Affirmative Action.

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

23. No Broker.

The Permittee represents and warrants that no broker has been concerned in the negotiation or execution of this Permit and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee shall indemnify the Port Authority and save it harmless from any and all claims which have been or which may be made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this Permit or in connection with any permission to use the Space.

24. Law Compliance.

(a) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Airport.

(b) The Permittee shall procure all licenses, certificates, permits or other authorization necessary for the Permittee's operations at the Airport from all governmental authorities, if any, having jurisdiction.

(c) The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(d) The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Airport and are not to be construed as a submission by the Port Authority to the application to itself of any such requirements.

(e) The Port Authority has agreed by a provision in the City Lease to conform to the enactments, ordinances, resolutions and regulations of the City and of its various departments, boards and bureaus in regard to the construction and maintenance of improvements at the Airport and in regard to life safety, health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

25. No Personal Liability.

No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach hereof.

26. Prohibited Acts.

(a) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

(b) The Permittee shall not do or permit to be done any act which:

(i) Will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(ii) Will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(iii) In the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(iv) May cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(v) May interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(vi) Shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

(c) For the purpose of this Section, "Airport" includes all structures located thereon.

27. Disturbances.

If any type of strike or other labor activity is directed against the Permittee at the Airport or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Airport or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

28. Waiver of Trial by Jury.

The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

29. Effect of Use and Occupancy after Expiration, Revocation or Termination.

Without in any way limiting any provisions of this Permit, unless otherwise notified by the Port Authority in writing, in the event the Permittee continues its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the

Permittee shall surrender and completely vacate the Space at a rate equal to twice the Basic Fee as provided for herein then in effect. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to surrender, vacate and yield up the Space to the Port Authority on the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

30. Entire Agreement.

This Permit, including the attached exhibits, endorsements, schedules and other attachments, if any, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

31. Construction and Application of Terms.

(a) The use of headings in this Permit is for convenience of reference only and in no way intended to define, limit or describe the scope or intent of any provision hereof.

(b) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Permit or any amendments, addendums or supplements hereto or any endorsements, exhibits, schedules or other attachments hereto.

(c) The provisions and obligations contained in any endorsements, exhibits, schedules or other attachments hereto shall have the same force and effect as if set forth in full herein.

(d) To the extent that any provisions of this Permit are in any instance to be construed in accordance with the laws of a state, the laws of the State of New York shall apply.

SPECIAL ENDORSEMENTS

1. The Space under the Permit shall consist of the open area situated outside of Hangar 7 at the Airport, as shown in diagonal hatching (hereinafter called "Area A") on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A".

2. The Permittee is hereby granted the privilege to provide snow removal services to the Port Authority and tenants and licensees of the Port Authority at the Airport during the winter months during the effective period of the permission granted under this Permit (the "Authorized Service"). The Permittee hereby represents to the Port Authority that it does not have any other office at the Airport and that the only business or activity that it conducts at the Airport is the Authorized Service. Except for the Authorized Service, the Permittee is hereby expressly prohibited from conducting any other business or activity at or in connection with the Airport.

3. The Permittee shall have the right to use Area A for the storage of snow removal equipment and vehicles used in connection with the Authorized Service and for the installation, use and occupancy of a portable trailer to be used for the Permittee's administrative and clerical operations and for no other purpose whatsoever. The Permittee shall be responsible for the installation, maintenance and upon expiration of the privilege granted under this Permit removal of jersey barriers as shown on Exhibit A.

4. Fees: (a) The Permittee shall pay to the Port Authority a fee for Area A as follows:

(i) For the period from November 1, 2010 through October 31, 2011, both dates inclusive, the Permittee shall pay to the Port Authority the annual basic fee for Area A in the amount of Sixty-Three Thousand Nine Hundred and Thirty-Four Dollars and Seventy-Six Cents ($63,934.76) payable in advance in equal monthly installments, each in the amount of Five Thousand Three Hundred and Twenty-Seven Dollars and Ninety Cents ($5,327.90) on November 1, 2010 and on the first day of each and every calendar month for the entire period; and

(ii) Effective November 1, 2011, the annual basic fee then in effect as provided for herein shall be multiplied by the greater of (x) four percent (4%), or (y) fifty percent (50%) of the CPI percentage increase, if any, for the period being measured, in accordance with subparagraph (b) below.

(b) The following terms shall have the following meanings set forth below:

"Adjustment Period" shall mean, as the context requires, the period commencing on the Effective Date and expiring on the day preceding the first anniversary of the Effective Date (the "First Adjustment Period") and each succeeding twelve-month period beginning on each subsequent anniversary of the Effective Date to and including the expiration date, provided, however, that in the event the expiration date is on other than the last day of an Adjustment Period, then, in such event, the last Adjustment Period shall expire on the expiration date.

"CPI" or "Consumer Price Index" shall mean the Consumer Price Index for all Urban Consumers, New York-Northern New Jersey, Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

"CPI Percentage Increase" shall mean the annual percentage increase, if any, in the CPI, yielded by dividing (x) the amount of the increase, if any, in the CPI for one Reference Month as compared to the CPI for the immediately preceding Reference Month, by (y) the CPI for the earlier of the two Reference Months.

"Reference Month" shall mean the third calendar month prior to the month in which the Effective Date occurs (the first Reference Month) and each succeeding such calendar month occurring thereafter. For example, if the Effective Date were January 1, 2008, then October 2007 would be the first Reference Month and October of each succeeding year would be a Reference Month.

The Port Authority shall ascertain the CPI for the first Reference Month and for each succeeding Reference Month after the same has been published, and the Port Authority shall also determine the amount of each CPI Percentage Increase.

In the event the CPI is not available for any Reference Month, the Permittee shall continue to pay the fees established under this paragraph 4 at the annual rates then in effect, subject to retroactive adjustment based upon the adjustment to the rentals for such Adjustment Period when the CPI for such Reference Month becomes available. The Permittee hereby agrees to pay to the Port Authority all rentals established under this Section due and owing to the Port Authority on the basis of such retroactive adjustments on demand.

In the event of the change of basis or the discontinuance of the publication by the United States Department of Labor of the CPI, such other appropriate index or indexes shall be substituted as may be agreed by the parties hereto as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said indexes used in the latest adjustment. In the event of the failure of the parties to so agree, the Port Authority may select and use such index or indexes as it deems appropriate.

In the event any said portion of the permission granted hereunder shall commence on a day other than the first day of a month, the monthly installment due on said day shall be the monthly installment prorated on a daily basis using the actual number of days in said month. In the event any said portion of the permission granted hereunder shall expire on a day other than the last day of a month, the monthly installment for said month shall be the monthly installment prorated on a daily basis using the actual number of days in the said month.

If any installment of the annual basic payable hereunder shall be for less than a full calendar month, then the rental payment for the portion of the month for which said payment is due shall be the monthly installment prorated on a daily basis using the actual number of days in that said month.

Upon any termination of the permission granted hereunder (even if stated to have the same effect as expiration), the Permittee shall within twenty (20) days after the effective date of such termination, make a payment of the applicable annual basic fee computed as follows: if the permission granted hereunder is terminated effective on a date other than the last day of a month the basic fee for the portion of that month in which the permission remains effective shall be the amount of the monthly installment of basic fee prorated on a daily basis, and if the monthly installment due on the first day of that month has not been paid the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's obligations.

5. (a) As of the effective date hereof, there shall be no percentage fee payable hereunder for the Permittee's privilege of providing the Authorized Service provided, however, that the Permittee

acknowledges and agrees that the Port Authority does and shall continue to have the right to establish a percentage fee hereunder and that not establishing a percentage fee hereunder on the effective date hereof shall not create or be deemed to create, as to the Permittee or any third party, a precedent or a waiver by the Port Authority of its rights to a percentage fee hereunder (which may be determined as a percentage of the Permittee's gross receipts) with respect to the Authorized Service at any time thereafter. Notwithstanding the foregoing, any percentage fee established must be agreed to by the Permittee and the Port Authority and must be reflected in a supplement to this Permit to be prepared by the Port Authority and executed by the parties hereto.

(b) Until such time as a percentage fee with respect to the Authorized Service may be established hereunder, the Permittee shall furnish to the Port Authority, from time to time upon request of the Port Authority, sworn statements of gross receipts covering such periods as the Port Authority may specify.

6. (a) The Port Authority shall, without additional charge, furnish to the Permittee in the Space reasonable quantities of electricity, through existing wires, conduits and outlets, if any, for illumination, by which is mean the energizing of incandescent and fluorescent bulbs (to be supplied by the Permittee) and for the operation of office equipment and the Permittee's heating and air-conditioning equipment for the heating and air-cooling of the interior of the portable trailer to be installed by the Permittee on the Space.

(b) The Port Authority shall be under no obligation to furnish such service if and to the extent and during any period that the furnishing of such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

(c) Any failure, delay or interruption in supplying the above service (whether or not a separate charge is made therefor) shall not relieve the Permittee of any obligations hereunder and shall not be grounds for any claim by the Permittee for damages, consequential or otherwise.

7. The Permittee acknowledges and agrees that it has not relied upon any representation or statement of the Port Authority or of its Commissioners, officers, employees or agents as to the suitability of the Space for its permitted operations under this Permit. Further, the Permittee has examined the Space and the various means of ingress thereto and egress therefrom and acknowledges that it has been advised that such means of ingress and egress may be regularly used by the public and other permittees, licensees and lessees of the Port Authority and others whose vehicles and employees may be admitted to the Airport under various arrangements with the Port Authority but for whose acts the Port Authority is not responsible.

8. The Permittee shall not use the Space or operate therein so as to create excessive odor, dust, fumes, smoke, noise or vibration or so as to adversely affect or interfere with other tenants and occupants at the Facility or surrounding areas.

9. Without limiting the generality of any of the provisions of this Permit, the Port Authority shall have no liability of any kind whatsoever for loss, theft or damage of or to any property, equipment or materials of any kind whatsoever placed or parked on the Space or elsewhere at the Facility including, but not limited to, any loss, theft or damage due to the acts or omissions of the Port Authority.

10. (a) The Permittee hereby acknowledges that the Port Authority shall have no responsibility to keep

the Space guarded, attended or patrolled at any time and the Port Authority has not nor shall it be deemed to have assumed any liability, duty or obligation whatsoever, with respect to vehicles parking in the Space nor any property of the Permittee or any other person in said vehicles, and the Permittee hereby releases the Port Authority of any claims or demands of loss, theft or damage of or to the same.

(b) The Port Authority shall not be obligated to keep the Space or the means of ingress thereto and egress therefrom free from snow or ice or otherwise unobstructed for use by the Permittee, or to police the use of the Space or to keep the Space guarded or attended at any time, nor shall the Port Authority have any responsibility to ensure that others do not use or occupy the Space, or to provide any other service whatsoever in connection therewith.

(c) The Rules and Regulations of the Port Authority relating to safe and orderly operations and conduct on the public vehicular parking area shall apply to the Permittee's operations on the Space as if the Space were a public vehicular parking area, and the Permittee's obligations in connection therewith shall be as stated in said Rules and Regulations.

11. In the use of the means of ingress and egress to and from the Space, the Permittee shall exercise a high degree of care to avoid injuries to persons and damage to property. The indemnity provided in Section 6 of the Terms and Conditions of this Permit shall cover all claims for death, personal injuries or property damages, arising out of such use, regardless of the degree of care exercised, regardless of whether such use was by the Permittee or by others with the consent of the Permittee, and regardless of whether such use was in accordance with the Rules and Regulations of the Port Authority.

12. The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the General Manager of the Airport covering the operations of the Permittee under the Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

13. Neither the execution and delivery of this Permit nor any act done pursuant thereto shall create between the Permittee and the Port Authority the relationship of bailor and bailee, the relationship of storer and garagekeeper, or any other relationship except that of licensee of space and licensor; nor shall there be created thereby any legal status which would impose upon the Port Authority with respect to any property in the Space any duty or obligation whatsoever. The Permittee expressly agrees that unless otherwise agreed in writing, the Port Authority shall have no liability with respect to any vehicle parked in the Space, or with respect to property of the Permittee or of any other person whatsoever left in or on any vehicle parked in the Space.

14. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance Combined single limit per occurrence for death, bodily injury and property damage liability:	$25,000,000.00
Commercial Automobile Liability Insurance (covering owned, non-owned, and hired vehicles)	

Combined single limit per occurrence for death, bodily injury and property damage liability:	$25,000,000.00

Workers' Compensation and Employers Liability Insurance

Permittee's obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to the Permit at or from the Airport:	Statutory

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at

any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

15. Upon execution of this Permit by the Permittee, the Permittee shall pay to the Port Authority all unpaid fees and other monies due and payable under this Permit as of the date of such execution.

16. No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term, covenant or condition of the Permit shall affect or alter the Permit but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

17. The Permittee shall keep the Space in a clean and orderly condition and appearance and shall pay to the Port Authority upon demand the costs of repairing, replacing, rebuilding or painting any part of the Space or of the Facility which may be damaged or destroyed as a result of the Permittee's operations hereunder or but its use of the Space in any manner whatsoever. The Permittee shall promptly wipe up all oil, gasoline, grease, lubricants and other inflammable liquids and substances having a corrosive or detrimental effect on the paving or other surface of the Space or of the means of ingress and egress thereto and therefrom which may leak or be spilled or placed thereon by reason of the operations of the Permittee hereunder. The Permittee shall not perform any mechanical, electrical or other repairs or perform any maintenance of vehicles and shall not store any automotive fuel or lubricants, oil greases or other chemicals or supplies except automotive fuel contained in the tanks of the vehicles parked thereon.

18. The Permittee acknowledges that Federal rules and regulations in connection with the subject matter of Standard Endorsement No. 9.6 may be amended from time to time and, in connection therewith, the Port Authority may modify the terms and provisions of Standard Endorsement No. 9.6 so as to assure compliance with such Federal Rules and regulations. The Permittee hereby acknowledges and agrees that it shall be bound by all modifications made by the Port Authority to the terms and provisions of Standard Endorsement No. 9.6, as described in the preceding sentence, upon written notice from the Port Authority containing such modification.

19. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Ten Thousand Dollars and No Cents($10,000.00) either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Special Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

20. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space and/or in any action

that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

For the Port Authority

Initialed:

For the Permittee

WILLIAM F. WYNPERLE, JR.
EXECUTIVE VICE PRESIDENT

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

The Port Authority, by its officers, employees, representatives, contractors, licensees, and their employees, shall have the right for the benefit of the Port Authority, or the Permittee and/or for the benefit of others than the Permittee to maintain existing and future heating, water, gas, electricity, sewerage, drainage, fire protection sprinkler, ventilating, refrigerating, fuel and communication systems and other such service systems, including all tubes, pipes, lines, mains, wires, conduits and equipment on or about the Space and to enter upon the Space at all reasonable times and to make such repairs, replacements and alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable, and, from time to time, to construct or install over, on, in or under the Space new tubes, pipes, lines, mains, wires, conduits and equipment, provided however, that the same shall be done so as to interfere as little as reasonably possible with the Permittee's operations.

Nothing contained in this Endorsement shall or shall be construed to impose upon the Port Authority any obligations so to maintain or to make repairs, replacements, alterations or additions or any liability for failure to do so.

STANDARD ENDORSEMENT NO. 11.1
MAINTENANCE OF SERVICE FACILITIES
All Facilities
7/21/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

Whenever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them", or "its", "his", "her", "hers", "their", or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

STANDARD ENDORSEMENT NO. 15.1
USE OF PERSONAL PRONOUN
All Facilities
7/21/49

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE LESSEE AND SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Lease No. ANA-884
Newark International Airport

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT AGREEMENT, dated as of January 8, 1998, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and AIRIS NEWARK, L.L.C. (hereinafter called the "Lessee") and EVA AIRWAYS CORPORATION (hereinafter called the "Sublessee"),

WITNESSETH, That:

WHEREAS, the Port Authority leased to the Lessee and the Lessee hired and took from the Port Authority certain premises (hereinafter called the "Premises") at Newark International Airport (hereinafter called "the Airport") as described in a certain agreement of lease dated June 12, 1996, and identified by Port Authority Lease No. ANA-884 (said agreement of lease, as the same may have been or may hereafter be supplemented and amended, being hereinafter called "the Lease"); and

WHEREAS, the Lessee has requested the consent of the Port Authority to a proposed sublease agreement (a copy of which is attached hereto, hereby made a part hereof, and hereinafter called the "Sublease") between the Lessee and the Sublessee effective as of October 27, 1997;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of October 27, 1997, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding any provision of the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Lessee or the Sublessee on the earlier to occur of the day preceding the date of expiration or earlier termination of the Lease or the Sublease, or such earlier date for the expiration or termination of the Sublease as the Lessee and the Sublessee may agree upon. The Sublessee shall quit the premises and remove its property for which it is responsible therefrom on or before termination of the Sublease.

3. If the Lessee shall at any time be in default under the Lease, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent Agreement, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. (a) Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring any rights, powers or privileges to the Sublessee as may be provided by the Sublease if not granted to the Lessee under the Lease, nor shall they impair or affect any of the duties, liabilities and obligations imposed on the Lessee under the Lease. The Sublease is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the Sublease shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. It is the intention of the Port Authority hereunder merely to permit the exercise of the Lessee's rights and privileges thereunder by the Sublessee (to the extent permitted by the Lease and this Consent Agreement). The specific mention of or reference to the Port Authority in any part of the Sublease, including without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto

under this Consent Agreement or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall in all respects be controlling, effective and determinative.

(b) No provisions of the Sublease, including but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering action which may be undertaken by the Lessee or the Sublessee, including but not limited to, those involving signs, construction, insurance, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this Consent to specific matters and provisions as contained in the Sublease shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) With respect to this Consent Agreement, the Lessee and the Sublessee understand and agree that although the Lessee is permitted under the Lease to perform services and functions for itself the Lessee may not and is expressly prohibited from performing any services or functions at the Airport for the Sublessee (even though the Lessee may perform the same for itself pursuant to the Lease) which are performed by organizations at the Airport authorized by permit from the Port Authority to perform such services or functions, unless the Lessee is specifically authorized by permit to perform such services or functions for other aircraft operators at the Airport and the Premises and in such event said services and functions shall be performed pursuant thereto. The Lessee, however, may make the necessary arrangements with the authorized organizations performing such services or functions at the Airport to have such services or functions performed for the Sublessee by such organizations or the Sublessee may perform such services and functions itself.

5. The Sublessee, in its operations under and in connection with the Sublease and its use and occupancy of the Premises, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Lease, from and after October 27, 1997 and to the extent that such obligations relate to the portion of the Premises covered by the Sublease.

6. Without in anywise affecting the obligations of the Lessee under the Lease and under this Consent Agreement and notwithstanding the terms and provisions of the Sublease (but without limiting the rights and duties of the Lessee and the Sublessee as between themselves), the parties agree as follows:

(a) With respect to the sublet premises, the Sublessee shall make repairs and replacements as if it were the Lessee under the Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority, its Commissioners, officers, employees and representatives for its and their costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Agreement by the Sublessee or out of its operations under the Sublease or at the Premises, or out of the use of the Premises by the Sublessee or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Sublessee at the Premises, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport, including claims and demands of the City of Newark from which the Port Authority derives its right in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of Newark against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance

permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) Each policy and each certificate with respect to the insurance naming the Port Authority as an additional insured under Article 8 of the Sublease shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

7. This Consent Agreement may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the Lessee and the Sublessee and no such revocation shall be deemed to affect the Lease or the continuance thereof, but the Sublease shall be deemed terminated thereby.

8. The granting of this Consent Agreement by the Port Authority shall not be deemed to operate as a waiver of the rights of the Port Authority, or as a consent to any subsequent sublease agreement (by the Lessee or by the Sublessee) or to any assignment of the Lease or to any assignment of the Sublease or of any rights under any of the foregoing, whether in whole or in part.

9. Reference herein to the "Lessee" or the "Sublessee" shall mean and include the Lessee and the Sublessee and their respective officers, agents, employees and also others at the Premises or the Airport with the consent of either the Lessee or the Sublessee.

10. The Lessee hereby represents to the Port Authority that the Lessee has complied with and will comply with, and the Sublessee hereby represents to the Port Authority that the Sublessee has complied with and will comply with, all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or that affect, respectively, the operations of the Lessee or the Sublessee, under the Lease or the Sublease, or its or their use and occupancy of the Premises. The obligation of the Lessee and the Sublessee hereunder to comply with governmental requirements

is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

11. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

12. Nothing contained in this Consent Agreement or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises, including without limitation, the installation of any signs at the Airport. The Lessee and Sublessee agree that no construction or installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Lease and of the Sublease and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority.

13. The Sublease shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

14. Nothing contained herein shall create or be deemed to have created a landlord tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Premises shall in all events be and remain subject and subordinate to the Lease.

15. If the Lessee or the Sublessee should fail to pay any amount required under this Consent Agreement when due to the Port

Authority, or any fees or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described during the entirety of which such amounts remain unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Paragraph, with respect to such unpaid amount. Nothing in this Paragraph is intended to, or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation, the Port Authority's rights set forth in Paragraph 7 hereof or (ii) any obligations of the Lessee or the Sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

16. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Said designated officer or representative of the Port Authority and the Lessee and their respective offices shall be as set forth in the Lease and Sublease. If mailed, the notices herein required to be served shall be deemed

effective and served as of the date of the registered or certified mailing thereof.

17. This Agreement may be executed in counterparts.

18. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Linda K. Moses

(Title) Assistant Director

(Seal)

ATTEST:

Asst Secretary

AIRIS NEWARK, L.L.C.

By David G. Garrett III

(Title) President

(Corporate Seal)

ATTEST:

Secretary

EVA AIRWAYS CORPORATION

By

(Title) Senior Vice President/Cargo

(Corporate Seal)

APPROVED:
FORM | TERMS

SUB-LEASE AGREEMENT

Dated: October 27, 1997

By and Between

AIRIS NEWARK, L.L.C., a Georgia
limited liability company

("Landlord")

and

EVA AIRWAYS CORPORATION,

a corporation organized under the laws of
_____ and in good standing and qualified to do
business in New Jersey

("Tenant")

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By and Between

AIRIS NEWARK, L.L.C., a Georgia limited liability company

("Landlord")

and

EVA AIRWAYS CORPORATION,

a corporation organized under the laws of _____ and in good standing and qualified to do business in New Jersey

("Tenant")

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SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT ("Lease") is made and entered into this 27th day of October, 1997, by and between AIRIS NEWARK, L.L.C., a Georgia limited liability company (hereinafter referred to as "Landlord"), and EVA AIRWAYS CORPORATION, a corporation formed under the laws of _____ and in good standing and qualified to do business in New Jersey (hereinafter referred to as "Tenant").

WITNESSETH:

For and in consideration of the covenants and agreements hereinafter set forth to be performed by Tenant, Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord the Premises hereinafter described, for the term, at the rental, and subject to all of the terms, covenants and conditions hereinafter set forth.

ARTICLE 1.

PREMISES

Section 1.01 Premises. Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord that certain building space and exterior area (hereinafter, the "Premises") containing approximately 56,713 square feet of building rentable floor area of cargo operations space, of which approximately 8,000 square feet of building rentable floor area (additional administrative area will be developed by providing two (2) levels of office within this floor area) may be used for administrative space and approximately (but not less than) 36,050 square feet of outdoor GSE area, the approximate locations of which are shown and marked as the EVA areas on Exhibit "A" attached hereto and incorporated herein for all purposes. The final exact square footages described in this Section 1.01 shall be determined by Landlord's architect certificate delivered to Tenant on or before the Commencement Date. The Premises are located or are to be located on a portion of that certain lot or parcel of land (the "Land") situated at the Newark International Airport (the "Airport"), the legal description of which lot or parcel of land is set forth in Exhibit "B" attached hereto and incorporated herein for all purposes, and on which lot or parcel and on a contiguous lot or parcel of approximately 5.7 acres (as same may be expanded) Landlord is currently constructing a special-use air cargo facility or facilities (the "Facility"). The Facility is intended to be constructed in two phases. The first phase will consist of (i) an approximate 165,000 square foot building in which the administrative and cargo operations spaces of the Premises and the administrative and cargo operations spaces of another tenant or other tenants in the Facility will be located and (ii) the outdoor improvements on which the ground service equipment area ("GSE") and aircraft apron areas of the Premises and the GSE and aircraft apron areas of another tenant or other tenants in the Facility will be located. The second phase will consist of approximately 5.7 acres (as same may be expanded) on which will be located (i) an approximately 95,000 square foot building containing administrative and cargo

operations spaces and (ii) outdoor improvements for GSE areas. The GSE area leased hereby to the Tenant is leased subject to the nonexclusive easement which is hereby reserved in favor of Landlord and Landlord's other tenant or tenants in the Facility for necessary aircraft, motor vehicle, and pedestrian ground traffic of Landlord and of the other tenant or tenants in the Facility. Landlord grants to Tenant a non-exclusive easement for Tenant's necessary aircraft, motor vehicle and pedestrian ground traffic across the aircraft apron and GSE areas in the Facility. The creation of the aforesaid reserved and granted easements is further evidenced by and their uses are governed by a separate agreement titled "Inter-Tenant Agreement" executed by Landlord, Virgin Atlantic Airways, Ltd. and Scandinavian Airlines System Denmark-Norway-Sweden and recorded at deed book _____ page _____ of the Register's Office of Essex County, New Jersey.

Landlord may amend the aforesaid improvements, add to or take away land, and/or relocate the same, provided the Premises is not changed. The Site Plan attached as Exhibit A is not a warranty or representation that the Facility shall be built as shown thereon, but is merely attached to show the approximate location of the Premises.

Landlord further grants to Tenant a non-exclusive easement appurtenant to, and for the benefit of, the Premises for the purpose of ingress and egress by Tenant, its employees, agents, visitors, invitees and licensees, between the Premises and a city street or public way outside the Airport, subject to changes therein and substitutions thereto, as provided in the Ground Lease, defined hereinbelow. Tenant hereby acknowledges and agrees that the use of all roadways, taxi lanes and taxiways and other means of ingress and egress granted herein shall be subject to (i) the rules and regulations of the Ground Lessor (defined in the next paragraph of this Section) now in effect or hereafter promulgated for the safe and efficient operation of the Airport, (ii) the right of the Ground Lessor to temporarily or permanently close, or consent to or request the closing of, any roadway, other means of ingress and egress and any other area at the Airport presently or hereafter used as such, so long as an alternate, reasonably equivalent means of ingress and egress shall be available to Tenant, and (iii) the rights of Landlord to redefine and relocate such easement(s) from time to time to facilitate development of the Facility and orderly operation thereof.

Landlord's interest in the Facility is a leasehold in the Land under a ground lease (the "Ground Lease") from The Port Authority of New York and New Jersey (sometimes herein called the "Port Authority" or the "Ground Lessor"). A copy of the Ground Lease is attached as Exhibit "D" hereto. Any and all liability and obligations of the Landlord hereunder and any obligation of the Landlord to construct the improvements to be located on the Land, as set forth herein, shall be subject to the Ground Lease and Basic Lease. The term "Ground Lease" as used in this Lease means the Ground Lease titled "Agreement of Lease" dated as of July 1, 1996, entered into with the Port Authority of New York and New Jersey ("Ground Lessor") and as same may be hereafter amended. The Ground Lease itself is a sub-lease in that the Ground Lessor is the lessee of the Airport under a lease dated October 22, 1947 as heretofore and hereafter amended (the

"Basic Lease") from the City of Newark ("Basic Lessor") to The Port Authority of New York and New Jersey, the predecessor of the Ground Lessor.

Section 1.02 Construction of Building Shell and Tenant Improvements.

(A) Tenant acknowledges that as of the date of this Lease the final plans and specifications for the outdoor improvements and the two buildings making up the Facility are dated January 7, 1997 ("the Final Facility Plans") as approved by the Ground Lessor and have been delivered to Tenant. Included within the Final Facility Plans are the plans and specifications for the shell improvements for the building in which the indoor parts of the Premises are to be located (such improvements being referred to herein as the "Building Shell") and the plans and specifications for the improvements for the outdoor parts of the Premises (such improvements being referred to herein as the "Outdoor Improvements"). For purposes of this Lease, the plans and specifications for the Building Shell and the Outdoor Improvements (and related site plans, parking plans, building elevations, traffic circulation plans and other plans relating to the development of the building in which the Premises are to be located) shall be referred to herein as the "Building Shell Plans". Landlord has caused or shall cause construction of the Phase 1 Building Shell and Outdoor Improvements to be commenced and carried forward with reasonable diligence and without abandonment. It is expressly agreed and understood that this Lease contemplates that the Landlord shall be obligated to contract and finish the Building Shell and Outdoor Improvements only to the extent and in the state and condition specified in the Building Shell Plans, with such changes as may be mutually agreed to in writing.

(B) Tenant shall submit to Landlord on or before August 15, 1997, preliminary plans and project outline specifications (hereinafter the "Preliminary Space Plans") for the construction of the improvements (hereinafter the "Tenant Improvements") to the Premises part of the Building Shell contemplated hereby. Tenant shall pay to Landlord, upon submission of such plans and specifications, $2,500.00 as reimbursement to Landlord for the plan review. Landlord shall have a period of ten (10) days after its receipt of the Preliminary Space Plans to review the Preliminary Space Plans and to notify Tenant in writing of any objections thereto, which notification shall specify with particularity the items in the Preliminary Space Plans to which Landlord objects and which objections shall include, without limitation, any items in the Preliminary Space Plans that conflict with or otherwise do not comply with the terms and provisions of the Ground Lease. Thereafter, Landlord (and/or Landlord's designated representative) and Tenant (and/or Tenant's designated representative) shall meet to discuss the Preliminary Space Plans. After the approval of the Preliminary Space Plans, and with reasonable promptness, Landlord shall cause to be prepared, at Tenant's expense, working drawings and specifications (hereinafter the "Working Drawings") for the construction of the Tenant Improvements. Tenant shall have a period of fifteen (15) days after its receipt of the Working Drawings to review the Working Drawings and to notify Landlord in writing of any objections which Tenant has with respect to the Working Drawings, which

notification should specify with particularity the items in the Working Drawings to which Tenant objects. In the event that Tenant fails to notify Landlord as to Tenant's approval or disapproval of the Working Drawings within such fifteen (15) day period, then the Working Drawings shall be deemed approved by Tenant. Such Working Drawings as so approved or deemed approved by Tenant shall be called the "Approved Tenant Improvement Plans". Tenant shall reimburse Landlord the entire cost and expense for preparation of the Working Drawings and all modifications thereto plus an administration fee of 15 percent of such cost. Such amount shall be paid within ten (10) days of Landlord's billing the same to Tenant. The Tenant Improvements shall be defined as the portion of the Approved Tenant Improvement Plans to be constructed by Tenant at Tenant's expense and so designated on the Approved Tenant Improvement Plans and are anticipated to include all labor, material, equipment, and systems including, without limitation, the certain specialty cargo equipment (being dock levelers, seals, restraints, coolers, pits, lifts and scales), (but excluding however, office building type improvements, including but not limited to, partitions, doors, finished floors and ceilings, lighting, specialty millwork and window coverings and ETV, racks, cargo handling equipment, moving equipment, furnishings, all other fixtures and equipment and certain other tenant specialty items, all herein called "Tenant Supplied Improvements") necessary to make the Premises fully available for Tenant's move-in and installation of its "Tenant Supplied Improvements" and for Tenant's operations. All such work to be undertaken by Tenant shall be completed by licensed contractors approved by Landlord and Ground Lessor or in the alternative Tenant and Landlord may separately negotiate for Landlord to coordinate Tenant's build-out and interior finish.

(C) Assuming Landlord and Tenant are each in agreement with respect to Landlord coordinating the build-out of Tenant's space, then with reasonable promptness after completion and approval of the Working Drawings, Landlord shall proceed immediately with the pricing of the construction of the Tenant Improvements and the remainder of the provisions of this Section 1.02(c) shall apply. Tenant shall appoint a representative in writing which shall be available to Landlord to answer questions of bidders with respect to the performance of the work contemplated by the Approved Tenant Improvement Plans. Landlord shall submit to Tenant through Tenant's designated representative Landlord's estimates of the cost of construction of the Tenant Improvements. Construction estimates shall be prepared and submitted in formats mutually agreed upon by Landlord and Tenant. Representatives of Landlord and Tenant shall make themselves available within five (5) business days after Landlord's submission of such construction estimates to discuss and review pricing and resolve any discrepancies, omissions or revisions to the pricing package. In the event the Tenant Improvements are estimated to cost more than $500,000.00. Tenant shall pay to Landlord such estimated excess cost at the time Landlord executes the construction contract and any additional amount due over the estimate at the time Landlord renders a final bill. Landlord shall be responsible for the first $500,000.00 of cost for the Tenant Improvements. Landlord shall award work to the bidder selected by Landlord after the foregoing bid review and related negotiations, provided that such bidder is reasonably

acceptable to Tenant and to the Ground Lessor. Upon Tenant's approval of Landlord's final cost figures for construction of the Tenant Improvements (i) Landlord (or an entity affiliated with Landlord) shall enter into a construction contract for construction of the Tenant Improvements, which construction contract shall be in form and substance mutually acceptable to Landlord (or such entity affiliated with Landlord) and Ground Lessor, (ii) shall comply with the various provisions of the Ground Lease, and (iii) upon the execution of such construction contract and approval thereof by the Ground Lessor, Landlord (or an entity affiliated with Landlord) shall immediately cause the construction of the Tenant Improvements to proceed in substantial accordance with the Approved Tenant Improvement Plans. The construction of the Tenant Improvements shall thereafter be carried forward with reasonable diligence and without abandonment until completed substantially in accordance with the Approved Tenant Improvement Plans, with such minor changes as may be necessary or required, provided that such changes will not have any substantial adverse effect on the suitability of the Tenant Improvements for normal business operations of Tenant. Any changes requested by Tenant which cause an increase in the price of the construction contract shall be paid for by Tenant at the time the contract is modified. During the course of construction of the Tenant Improvements, Landlord shall regularly schedule job progress meetings frequently enough to permit regular monitoring of construction and scheduling of the Tenant Improvements. Landlord and/or Landlord's representative shall furnish Tenant reasonable prior notice of such meetings. It is expressly agreed and understood that this provision contemplates that Landlord shall be obligated to contract and finish (or cause to be contracted and finished) the Tenant Improvements, subject to Landlord's maximum cost set forth above and only to the extent and in the state and condition specified in the Approved Tenant Improvement Plans, subject to the provisions stated below and exclusive of the Tenant Supplied Improvements. Tenant agrees to accept delivery of the Tenant Improvements as so constructed and in such state and condition, upon delivery by Landlord.

(D) Provided Landlord undertakes Tenant Supplied Improvements the work for the Tenant Improvements as set forth in (C) above, all other interior improvements and additions to the Building Shell (including, without limitation, the Tenant Supplied Improvements) shall be made timely and at Tenant's own cost and expense, in a workmanlike manner, in compliance with plans and specifications timely submitted to Landlord and Ground Lessor for their review, and disapproval or approval, and by a contractor and subcontractors who are subject to Landlord's and Ground Lessor's prior approval and in a manner so as not to injure the Building Shell, Outdoor Improvements, and Tenant Improvements and so as not to interfere with or delay the construction of the Building Shell, Outdoor Improvements or Tenant Improvements or the contractors or subcontractors constructing such improvements and subject to coordination by and with Landlord's contractors and subcontractors. In the event that Tenant elects to undertake the Tenant Improvement work Tenant shall undertake the Tenant Improvement work and the Tenant Supplied Improvements immediately upon delivering of the Premises from Landlord subject to Landlord and Ground Lessor

reviewing and approving the contractor and subcontractors for such work and further provided such work is done in a manner which shall not injure the Building Shell, Outdoor Improvements, and so as not to interfere with or delay the construction of the Building Shell, Outdoor Improvements, contractors or subcontractors constructing such improvements. The construction contract to be entered into between Tenant and the contractors to perform the Tenant Improvements and Tenant's Supplied Improvements shall be in form and substance mutually acceptable to Landlord and Ground Lessor and shall comply with the various provisions of the Ground Lease. The contract shall provide that upon execution and approval of the same the contractor shall immediately cause the construction of the Tenant Improvements and Tenant's Supplied Improvements in substantial accordance with the Approved Tenant Improvement Plans. The construction of the aforesaid improvements shall thereafter be carried forward with reasonable diligence and without abandonment until completed, however, in any event, the same shall be completed within sixty (60) calendar days after the commencement of such work. In the course of the construction of such improvements Tenant shall regularly schedule job progress meetings with Landlord frequently enough to permit regular monitoring of construction and the schedule so that the same is completed within sixty (60) calendar days. Landlord agrees to pay to Tenant an allowance up to an amount equal to $500,000.00 for the cost of constructing the Tenant Improvements subject to the following conditions:

(i) Receipt by Landlord of a certification by Tenant's contractor that the Tenant Improvement work and Tenant Supplied Improvements work has been completed;

(ii) Receipt by Landlord of lien waivers for all aforesaid work from each general contractor, subcontractor and material supplier involved in such work;

(iii) Receipt of a permanent certificate of occupancy from the Ground Lessor for the Premises evidencing the completion of all such work; and

(iv) Receipt by Landlord of the first months Base Rent and all additional rents and charges due for such month.

It is expressly agreed and understood, and all persons dealing with Tenant with respect to any Tenant Improvements and/or Tenant Supplied Improvements or additions are hereby put on notice that Tenant shall have no power or authority to cause or attempt to cause any lien of any kind or character to attach against the Facility, or any part thereof, or the real property on which the Facility is situated, or any interest therein, on account of such improvements or additions. It is further agreed that in the event any person, firm or corporation who shall furnish any labor and/or materials for the construction or installation of any Tenant Improvements and/or Tenant Supplied Improvements or

additions shall claim or assert any lien against the Facility, or any part thereof, or the real property on which the Facility is situated, or any interest therein, it shall be the obligation of Tenant and Tenant agrees to promptly cause such claimed or asserted lien to be fully released and shall indemnify and hold harmless Landlord and Ground Lessor and Basic Landlord, and Landlord's and Ground Lessor's and Basic Landlord's officers, agents, employees from and against all claims and demands of third persons arising or alleged to arise in whole or in part out of the performance of the construction and installation of all such Tenant Improvements and/or Tenant Supplied Improvements and additions.

(E) Prior to the final completion of construction of the Tenant Improvements, Tenant shall, upon prior written consent of Landlord and Ground Lessor, such consent of Landlord not to be unreasonably withheld, have the right to install the Tenant Supplied Improvements in and/or about the Premises. However, in the event Tenant elects to exercise such right, any such installation shall be at the sole risk of Tenant and Tenant shall indemnify and hold Landlord and Ground Lessor harmless from all costs, damages, claims and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord or Ground Lessor as a result of such installation by Tenant. Further, Tenant agrees that in connection with such installation, Tenant and its agents, contractors and employees shall not interfere with or delay the work of Landlord's contractors or subcontractors in or at the Premises or the Facility.

(F) Provided Landlord is undertaking the construction of the Tenant Improvements as set forth in (C) above, upon completion of construction of the Tenant Improvements, as aforesaid, Landlord will (i) notify Tenant in writing that the Premises are ready for Tenant's installation of the Tenant Supplied Improvements and Tenant's occupancy and provide a Certificate of Occupancy (or other similar certificate, permit or occupancy letter which may be issued by the Ground Lessor to allow occupancy of the Premises) and (ii) tender possession of the Premises to Tenant. Within fifteen (15) calendar days after Tenant's initial occupancy of the Premises, Tenant shall give written notice to Landlord as to those items which are not in compliance with the Approved Tenant Improvement Plans by designating same on a "punch list", except that said timely notification shall not apply to any latent defects which are not apparent upon a reasonable inspection of the Tenant Improvements. If Tenant shall fail to deliver such "punch list" to Landlord within said fifteen (15) calendar day period, Tenant shall be deemed to have accepted the Premises, including, without limitation, construction and installation of the Tenant Improvements. Tenant agrees upon receipt of the notice set forth in (i) above to commence the Tenant Supplied Improvements work and to diligently and continuously proceed with the same to completion. In any event, Tenant agrees to complete all such work on or before sixty (60) calendar days after receipt of the notice set forth in (i) above.

ARTICLE 2.

TERM

Section 2.01 Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit or addendum hereto, the term of this Lease shall commence (the "Commencement Date") as of the earlier of (i) the first day that all of the following has occurred: substantial completion of the Building Shell, the Outdoor Improvements, and the Tenant Improvements (if being constructed by Landlord as set forth in Section 1.02(C) and the issuance of a Certificate of Occupancy for the Premises part of the Building Shell, (or other similar certificate, permit or occupancy letter which may be issued by the Ground Lessor to allow occupancy of the Premises part of the Building Shell), or (ii) the first day of Tenant's occupancy of the Premises, and shall end (the "Expiration Date") on the earlier of (i) December 31, 2021 or (ii) the last day prior to the twenty-third (23rd) anniversary of the Commencement Date if the Commencement Date is the first day of a calendar month, but if the Commencement Date is any day other than the first day of a calendar month, the last day just prior to the twenty-third (23rd) anniversary of the first day of the first full calendar month following the calendar month in which the Commencement Date occurred, unless sooner terminated pursuant to this Lease (the "Lease Term"). Landlord and Tenant agree, at the request of either, to execute a declaration in the form attached hereto and made a part hereof as Exhibit "C" specifying the Commencement Date and Expiration Date of the Lease Term.

Section 2.02 Delay in Commencement. Landlord estimates that the Premises will be ready for occupancy by Tenant on or about June 10, 1998. Tenant agrees that in the event of the inability of Landlord for any reason to deliver possession of the Premises to Tenant on the Commencement Date set forth in Section 2.01, Landlord shall not be liable for any damage thereby nor shall such inability affect the validity of this Lease or the obligations of Tenant hereunder, but in such event Tenant shall not be obligated to pay rent or other monetary sums until Landlord has delivered possession of the Premises to Tenant. In the event Landlord shall not have delivered possession of the Premises to Tenant by December 31, 1998 as extended by a period of time equal to the sum of the periods of time of delay caused by Tenant (the "Termination Date"), Tenant at its option (to be exercised within the thirty (30) days following the Termination Date) may terminate this Lease and, upon Landlord's return of any monies previously deposited by Tenant, the parties shall have no further rights or liabilities under this Lease.

ARTICLE 3.

RENT

Section 3.01 Base Monthly Rent. Tenant covenants and agrees to pay to Landlord a net lease base rental as follows:

Beginning on the date ("Rental Commencement Date") which is the later to occur of (i) the Commencement Date or (ii) the sixty-first (61st) day after Landlord tenders to

the Tenant possession of the Premises for the Tenant to start installation of the Tenant Supplied Improvements (and the Tenant Improvements, provided Landlord is not undertaking such work as provided in Section 1.02(C)), Tenant hereby agrees to pay to Landlord an annual rent of $1,040,683.50 "Base Rent", which Base Rent is based upon an annual rental rate of $18.35 per square foot of gross rentable area of cargo space (based on 56,713 square feet of gross rentable area of cargo space), and an annual rate of $1.06 per square foot of gross rentable area of GSE area (based on 36,050 square feet of gross rentable area of GSE area). The foregoing rate of Base Rent is based upon the assumption that the Premises contains the above-listed square footage of gross rentable area for the respective above-listed areas. However, if prior to the Commencement Date, it should be determined that the Premises contains more or less square feet of gross rentable area of one or more of the different areas, then the Base Rent shall be adjusted accordingly based on the respective annual rates per square foot of gross rentable area aforestated. The aforesaid Base Rent shall be paid for each year during the term in equal monthly installments in advance. Each monthly payment shall be due on the 1st day of each month in an amount equal to $89,908.04. In the event of any partial month within the term such monthly payment shall be prorated based on a 30-day month.

The Base Rent and corresponding monthly payment, as above determined taking into account the adjustment for a change in a square footage number(s), shall be further increased during the Lease Term as follows: (i) on the first (1st) anniversary of the Rental Commencement Date, the Base Rent specified hereinabove shall be increased to an amount equal to the greater of (a) the product obtained by multiplying the Base Rent in effect for the preceding twelve-month period times 1.0, or (b) the product obtained by multiplying the Base Rent in effect for the preceding twelve-month period times the Year 1 Inflation Factor (as hereinafter defined), however the Year 1 Inflation Factor shall not be higher than 1.03; and (ii) on each subsequent three-year anniversary of the aforesaid increase the Base Rent and corresponding monthly payment shall be further increased during the remainder of the Lease Term (i.e., on the fourth (4th), seventh (7th), tenth (10th), etc. anniversaries of the Rental Commencement Date (individually a "Every-Third-Anniversary" and collectively "Every-Third-Anniversaries") to an amount equal to the greater of (a) the product obtained by multiplying the Base Rent in effect for the preceding twelve-month period times 1.0, or (b) the lesser of (i) the product obtained by multiplying the Base Rent in effect for the preceding twelve-month period times the Every-Third-Anniversary Inflation Factor (as hereinafter defined) or (ii) the Base Rent in effect for the preceding twelve-month period plus an amount equal to not greater than nine percent (9%) of such Base Rent in effect for the preceding twelve-month period. The Every-Third-Anniversary Inflation Factor means the CPI for the calendar month of the date which is ninety (90) days preceding the particular Every-Third-Anniversary in question divided by the CPI for the calendar month of the date which is three (3) years prior to the date in question. As used herein, the term "Year 1 Inflation Factor" means the CPI (as hereinafter defined) for the calendar month of the date which is ninety (90) days preceding the first (1st) anniversary of the Rental Commencement Date divided by

the CPI for the calendar month of the date which is ninety (90) days preceding the Rental Commencement Date. "CPI" means the National Consumer Price Index for New York City (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"), or any successor agency of the United States that shall issue such indices. In the event that (i) the Bureau ceases to use the 1982-1984 average of 100 as a basis of calculation, or (ii) a substantial change is made in the number or character of "market basket" items used in determining the CPI, or (iii) Landlord and Tenant mutually agree in writing that the CPI does not accurately reflect the purchasing power of the dollar, or (iv) the CPI should be discontinued for any reason, Landlord shall designate from indices supplied by the Bureau an alternative index comparable to the CPI together with information which will make possible the conversion to the alternative index in computing the Inflation Factors. If for any reason the Bureau does not furnish such an index or such information, the parties shall thereafter accept and shall use such other index of comparable statistics on the cost of living for the county in which the Premises is located, as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by Landlord, but subject to the reasonable approval of Tenant. At least twenty (20) days prior to any date on which the Base Rent is to be increased pursuant to the foregoing provisions, Landlord will submit to Tenant a statement of the amount of such increase and the calculation upon which such increase is based.

All sums due as Base Rent, additional rent or any other sums due hereunder shall be paid in United States funds.

Tenant shall also pay, as additional rent, all other sums of money that shall become due from and payable by Tenant to Landlord under this Lease. Landlord shall also have the same remedies for default for the payment of additional rent as are available to Landlord in the case of default in the payment Base Rent. The Base Rent, together with any adjustments of rent provided for herein then in effect, shall be due and payable on the first day of each calendar month during the Lease Term and any extension or renewal thereof. Tenant hereby agrees to so pay such rent to Landlord at Landlord's address herein provided (or such other address as Landlord may designate to Tenant in writing from time to time) monthly in advance, without demand, counterclaim or offset. If the Lease Term terminates on other than the last day of the month, then the installment on Base Rent for such month shall be prorated based on the number of days in such month which are a part of the Lease Term and the installment so prorated shall be paid in advance on the first day of the last month of the Lease Term, as the case may be. In addition to the administrative late charge set forth hereinafter, any payment past due over thirty (30) days shall accrue interest thereon from the due date until paid at the lesser of (i) the maximum nonusurious rate of interest permitted by applicable law, or (ii) an annual interest rate of eighteen percent (18%).

Section 3.02 Operating Expenses. In addition to the Base Rent provided in Section 3.01 above, Tenant shall pay to Landlord in monthly installments as additional rent the product obtained by multiplying the ratio that the area of the Premises bears to the total rented area, as this is adjusted from time to time, of the Facility times all of the operating expenses of the Facility ("Base Expenses") times 1.10 (which product shall be referred to herein as "Tenant's Share of Expenses"). Base Expenses shall include, but not be limited to, the following: real and personal property taxes, assessments or charges imposed by any federal, state, county or municipal authority or government; all maintenance, repairs, and replacements; the cost of janitorial services and security services; the cost of removal of rubbish, debris, and garbage, leasing of equipment, cost of signs and the maintenance and energy for the same, insurance premiums for fire, extended coverage, liability, and other insurance that Landlord and Ground Lessor deem necessary for the operation of the Facility; trash and snow removal; landscaping; all services, supplies, repairs, replacements and other expenses for maintaining and operating the Facility, the cost of all personnel to administer, clean, maintain, supervise, regulate, including but not limited to, all payroll, payroll taxes, insurance, parking areas and common areas; license fees, impact fees and other Facility related governmental or Ground Lessor charges, if any applicable to the Facility whether pursuant to the Ground Lease or from action of any governmental entity of competent jurisdiction and all other charges and fees by whatever name called payable by or charged to Landlord by Ground Lessor under or pursuant to the Ground Lease excepting only the "Ground Rental" as defined in the Ground Lease which Ground Rental is dealt with in Section 3.03 of this Lease; the cost, including interest, amortized over its useful life, of any improvement made to the Facility by Landlord after the date of this Lease which is required under any governmental law or regulation that was not applicable to the Facility at the time the Facility was initially constructed; the cost, including interest, amortized over its useful life, of the installation of any device or other equipment which improves the operating efficiency of any system within the Facility and thereby reduces operating expenses to the extent such reduction in operating expenses exceeds the cost of acquisition and installation; the cost, including interest, amortized over its useful life of any equipment used in the operation, maintenance or cleaning of the Facility or Land; all utilities not separately metered to a tenant or to the Tenant; and fees payable to Landlord for the management or operation of the Facility. Base expenses shall not include the portion of any amount directly chargeable by the terms of this Lease to a particular tenant other than the Tenant which is a party to this Lease. Upon receipt of a statement therefor, Tenant shall pay to Landlord monthly in advance Tenant's Share of Base Expenses in addition to Base Rent, which payment shall be due and payable at the same time that Base Rent is due. Landlord agrees to provide to Tenant within a reasonable period of time at the end of each calendar year of the Lease Term a statement of actual Base Expenses incurred with respect to the operation of the Facility covering the preceding year. In the event that under the terms of Section 3.01 Tenant is only to pay a pro rata portion of a month, Tenant's Share of Base Expenses, if any, shall be similarly prorated for said month. The payments specified in this section shall be in addition to, and not in lieu of, other payments required under this Lease. Landlord may from time to time

estimate in advance the Base Expenses for the ensuing Lease Year and Tenant's Share of Expenses for such year in which event Tenant shall pay one-twelfth thereof to Tenant at the same time that Base Rent is due (except that Tenant's obligation to pay Tenant's Share of Expenses shall start on the Commencement Date (which is prior to the Rental Commencement Date) and Landlord and Tenant shall, within ninety (90) days following each Lease Year, account between them for any underpayment or overpayment of the total of estimated Tenant's Share of Expenses as compared to Tenant's Share of Expenses based upon the actual Base Expenses (operating expenses) experienced by Landlord for such Lease Year by Tenant's paying to Landlord an amount equal to the underpayment on demand or by Landlord's paying to Tenant an amount equal to the overpayment). As used herein, the term "Lease Year" means a period of one (1) year, the first such Lease Year to begin on the Commencement Date and to end at the close of the twelfth full calendar month following the Commencement Date; thereafter, each Lease Year shall consist of successive periods of twelve calendar months. Tenant shall also pay to the Landlord 100% of all fees and charges by whatever name called payable by Landlord or Tenant under the Ground Lease attributable to this Lease or the Tenant's business at or use of the Premises, such payment being due and payable to Landlord at the times provided in the Ground Lease or upon Landlord's demand or, at the option of Landlord directly to Ground Lessor at the times provided in the Ground Lease or upon Ground Lessor's demand. Tenant's obligation under this Section 3.02 starts on the Commencement Date (which is prior to the Rental Commencement Date). All fees and charges due under the Ground Lease (except the "Ground Rental" payable by Landlord) shall be considered attributable to this Lease and/or Tenant's business at or use of the Premises, however for any such fee or charge attributable to more than Tenant's Premises within the Ground Lease area, the portion of the fees and charges attributable to the Premises shall be determined by multiplying such fee or charge by the ratio set forth in the first sentence of this Section 3.02.

Section 3.03 Ground Rent. The calculation of Base Rent does not include the annual ground rental (estimated to be $1.45 per square foot for 1996 calendar year) which Landlord is obligated to pay under the terms of the Ground Lease. Tenant will pay to Landlord Tenant's proportionate share (as set forth below) of the ground rental amount each year of the term in equal monthly installments in advance. In the event of any increase in the ground rental (over and above the aforesaid estimated $1.45 per square foot), or the imposition of any additional charges by Ground Lessor under the Ground Lease, Tenant agrees to pay to Landlord in monthly installments, as additional rent, Tenant's proportionate share (which proportionate share shall be determined according to the ratio that the area of the Premises bears to the total rented square feet area, as this adjusts from time to time, of the Facility) of such increase in said ground rental, as well as Tenant's proportionate share (which proportionate share shall be determined according to the ratio that the square feet area of the Premises bears to the total rented square feet area, as this adjusts from time to time, of the Facility) of any other charges payable by Landlord to Ground Lessor in addition to those currently being charged for which Tenant is liable hereunder. Tenant's obligation under this Section

3.03 starts on the Commencement Date (which is prior to the Rental Commencement Date). In addition and for the period from and including the Commencement Date through and including the day before the Rental Commencement Date, Tenant shall pay to Landlord monthly on the first day of each month during such period and, if the Commencement Date is on a day other than the first day of the month, on the Commencement Date, an amount resulting from first multiplying $1.45 times the number of square feet in the Premises and then dividing the product so arrived at by 12. If the Commencement Date is other than the first day of a month, then the amount for such partial month will be such monthly amount times a fraction, the numerator of which is the number of days from and including the Commencement Date through and including the day before the Rental Commencement Date, and the denominator is 30.

Section 3.04 Security Deposit. On or before the Closing Date (defined in Section 3.01), Tenant shall deposit with Landlord the sum of $285,000.00 (the "Security Deposit"), which sum may either be deposited in cash or in the form of an unconditional and irrevocable letter of credit, issued by a United States Bank with an A rating or better, which letter of credit shall be issued for a term of one (1) year and shall be automatically renewed annually so that such letter of credit shall remain in effect until the date which is thirty (30) days after the Expiration Date of this Lease, and shall otherwise be in form and substance reasonably acceptable to Landlord. The Security Deposit is computed at an amount equal to two months' Base Rent as initially stated in Section 3.01. In the event the Base Rent becomes adjusted prior to the Closing Date because of the changes and adjustments provided for in Section 3.01, then the Security Deposit shall likewise be adjusted accordingly. Said Security Deposit shall be held by Landlord as a security deposit for the faithful performance by Tenant of all terms, covenants and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provisions of the Lease, including, but not limited to, the provisions relating to the payment of rent and any of the monetary sums due therewith, Landlord may (but shall not be required to) draw down, use, apply or retain all or any part of the Security Deposit for the payment of any sum which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said Security Deposit is so applied, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount; Tenant's failure to do so within said ten (10) day period shall be a material breach of this Lease. In the event the Security Deposit is in the form of cash, Landlord shall be required to keep the Security Deposit separate from its general funds bearing interest at a commercial rate which interest shall become part of the Security Deposit. If Tenant shall fully and faithfully perform each and all of its obligations under this Lease, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the Lease Term (or any renewal term) and after Tenant has vacated the Premises. In the event of a transfer of Landlord's position under this Lease and if said Security Deposit is delivered to Landlord's successor in interest,

Landlord is thereupon released from all liability for the return of said Security Deposit or the accounting therefor.

ARTICLE 4.

USE OF PREMISES

Section 4.01 Permitted Use. The Premises shall be used and occupied only by Tenant and only for the following specific purposes and for no other purposes whatsoever without obtaining the prior written consent of Landlord and Ground Lessor: the handling of air cargo of Tenant and other airlines using the Airport and necessary and incidental activities incidental to the aforesaid handling of air cargo. Notwithstanding the foregoing, Tenant may have employees of Tenant's major American operating subsidiary and employees of Tenant's contractors on the Premises in furtherance of Tenant's use as aforesaid and provided such employees are under the supervision and general control of Tenant. Landlord or Ground Lessor may require that all of Tenant's employees be in uniform and/or carry identification badges, acceptable to Landlord and Ground Lessor.

Tenant covenants with and warrants and represents to Landlord that the Premises shall be used and occupied only for the purposes set forth in this Section 4.01 hereinabove and that the performance of the activities permitted under this Section 4.01 shall be solely for Tenant and not for any other entity whatsoever, except as otherwise specifically provided under both this Lease and the Ground Lease.

Section 4.02 Prohibited Uses.

(A) Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with this Lease or will in any way conflict with or cause a breach under the Ground Lease or Basic Lease or conflict with or violate any law, statute, zoning restriction, deed restriction, ordinance or any environmental or governmental rules or regulations or requirements now in force or which may hereafter be enacted or promulgated and Tenant shall at its sole cost and expense promptly comply with all said laws and regulations. Tenant shall not use the Premises for any purpose which is illegal, or which in Landlord's reasonable opinion, creates a factual or legal nuisance.

(B) Tenant shall not do or permit anything to be done in or about the Premises which (i) will increase the existing rate of insurance upon the Premises or the building of which the Premises is a part, or the Facility (unless Tenant shall pay such increased premises) or cause the cancellation or reduction of coverage of any insurance policy covering said Premises or any building of which the Premises may be a part or

located at the Airport, or (ii) which, in the opinion of the Landlord or Ground Lessor, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Lease, nor shall Tenant sell or permit to be kept, used or sold in or about said Premises, any articles which may be prohibited by a standard form policy of fire insurance.

(C) Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of any building of which the Premises may be a part or the Facility. Tenant shall not commit, or suffer to be committed, any waste in or upon the Premises. Tenant shall conduct its operations on the Premises and the Airport in a safe and careful manner.

(D) Tenant shall conduct its operations in the Airport in an orderly and proper manner, so as not to unreasonably annoy, disturb or be offensive to others at or off the Airport. Tenant shall take all reasonable measures, with respect to its operations, to (i) eliminate vibrations originating on the Premises tending to damage any equipment, structure, building or portion of a building located at or off the Airport, and (ii) keep the sound level of operations on the Premises as low as possible

(E) Tenant shall not violate any provision of the Airport Building Code or the Airport Fire Code.

(F) Tenant shall not permit the accumulation of paper, cans, bottles, wrappers, rags, trash, junk or debris on the Premises. No garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or deposited into or upon the Airport, Facility (outside the Premises), waters at or bounding the Airport, but shall be removed from the Premises in an orderly, efficient and proper manner. Tenant agrees to promptly comply with any clean-up notices given to Tenant by either Landlord or Ground Lessor. Failure by Tenant to comply with any such cleanup notice shall constitute a material default by Tenant under this Lease entitling Landlord to exercise any remedy set forth in Article XIII hereof.

(G) Tenant shall not commit or permit to be committed any unlawful nuisance or waste on or injury to the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the Premises.

(H) Tenant shall not cause or create or permit to be caused or created upon the Premises, or on the Airport derived from operations at the Premises, any obnoxious odors or smoke, or noxious gases or vapors. The creation of exhaust fumes by the normal operation of aircraft engines, so long as the same are operated and maintained properly, shall not be a violation of this Section.

(I) Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communication system, electrical system, fire-protection system, sprinkler system alarm system, fire estate and hoses and other systems, if any installed or located on, under, or in the Premises or elsewhere at the Airport.

(J) Tenant shall not dispose of nor permit anyone to dispose of any waste material taken from aircraft, or otherwise, (whether liquid or solid) by means of the toilets (other than for human waste), manholes, sanitary sewers or storm sewers at or approximate to the Premises or elsewhere on the Airport, except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Landlord and Ground Lessor.

(K) Tenant shall not keep or store, or permit to be kept or stored, during any 24-hour period flammable liquids within any enclosed portion of the Premises in excess of the Tenant's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 100°F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association.

(L) Tenant shall not start or operate or permit another to start or operate any engine or any item of automotive equipment in any enclosed space on the Premises, unless such space is adequately ventilated and unless such engine or item of automotive equipment is equipped with a proper spark-arresting device which has been approved by the Landlord and Ground Lessor.

(M) Tenant shall not operate or cause or allow to be operated aircraft engines in or around the Premises other than for the purpose of taxiing or maneuvering aircraft to and from the Premises or in connection with authorized aircraft maintenance and repair of the Premises.

(N) Except as otherwise provided herein, Tenant shall not keep or store or permit to be kept or stored, aviation fuel on the Premises.

(O) Tenant shall not install, operate or maintain or allow the installation, operation or presence at the Premises of any public address system without the prior written approval of the Landlord and Ground Lessor.

(P) Tenant shall not fuel or defuel or allow the fueling or defueling of equipment in any enclosed portion of the Premises, except as provided in the Ground Lease

Section 4.03 Non-Discrimination.

(A) Without limiting the generalities of any of the provisions of this Lease, as a part of the consideration hereof, Tenant hereby acknowledges, covenants and agrees as a covenant running with the land (1) that no person on the grounds of race, creed, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises by Tenant; (ii) that in the construction of the improvements provided for in this Lease and the furnishing of services on the Premises by Tenant, no person on the grounds of race, creed, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, a or otherwise be subject to discrimination; and (iii) that Tenant shall use the Premises, maintain and operate its facilities and provide its services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations orders or directions of the United States of America with respect thereto which from time to time may be applicable to Tenant's operations on the Premises or at the Airport, whether by reason of agreement between Landlord and/or Ground Lessor and the United States Government, or otherwise. Tenant shall indemnify and hold harmless Landlord and Ground Lessor from any claims and demands of third persons and the United States of America resulting from Tenant's non-compliance with the provisions of this Section 4.03 and Tenant shall reimburse Ground Lessor and Landlord for any loss or expense incurred by reason of such non-compliance.

(B) Tenant hereby agrees that Landlord and Ground Lessor shall have the right, but not the obligation, to take any such action as the United States of America may direct to enforce the covenants and agreements of this Section 4.03 or such other action as is otherwise provided herein.

ARTICLE 5.

TENANT'S COMPLIANCE WITH GROUND LEASE, RULES AND REGULATIONS

Section 5.01 Ground Lease.

(A) Landlord has furnished Tenant a true copy of the Ground Lease. By execution of this Lease, Tenant acknowledges receipt of such copy and agrees not to cause and not to permit any breach of Landlord's covenants under the Ground Lease relating to Tenant's use and occupation of the Premises and to be bound by all the terms and provisions of the Ground Lease. Tenant agrees to perform all of Landlord's obligations under the Ground Lease as the same applies to the Premises or the Airport including rules and regulations except for the payment of Ground Rentals under the Ground Lease. Tenant shall indemnify Landlord against all actions, expenses, claims and

demands made, suffered or sustained by the Landlord as a result of breach by the Tenant of the covenants as aforesaid, except Landlord's covenant to pay Ground Rentals under the provisions of said Ground Lease. Tenant's obligations under this Section 5.01 or other sections of this Lease under which Tenant undertakes responsibilities with respect to the Ground Lease are in addition to and cumulative to the obligations of Tenant under sections of this Lease that may call for the same or similar compliance, action, or inaction by Tenant and do not preempt the fields or subjects covered. However in the event this Lease permits or authorizes or does not prohibit action or inaction by the Tenant, but such action or inaction by Landlord as a tenant or lessee under the Ground Lease is prohibited, the Ground Lease shall govern.

(B) Without limiting the generality of any other term or provision hereof, Tenant hereby acknowledges and agrees as follows:

(1) This Lease is subject and subordinate to all of the terms, covenants, conditions, and provisions of the Ground Lease and the rights of the Ground Lessor thereunder, and the Basic Lease and the rights of Basic Lessor thereunder, and this Lease shall terminate and expire, without notice to Tenant, on the earliest to occur of the termination of this Lease, as provided herein, or the termination of the Ground Lease as provided therein, or the termination of the Basic Lease as provided therein.

(2) Tenant shall be bound by and subject to all of the terms and provisions of the Ground Lease with respect to Tenant's occupancy and use of the Premises thereunder and activities on or about the Premises, to the same extent and with like effect as to the Ground Lessor as if Tenant were Landlord, including, but not limited to the obligations of Landlord under the Ground Lease dealing with law compliance, compliance with Airport rules and regulations, the conduct of prohibited activities and operations, rights of entry and non-discrimination.

(3) Tenant shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, age or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E and that no person shall be excluded on the aforementioned grounds from participating in or receiving the services or benefits of any program or activity covered by 14 C.F.R. Part 152, Subpart E. Tenant shall require that its covered suborganizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

(4) This Lease is subject to the prior written approval and consent of Ground Lessor and such approval and consent is a condition precedent to the validity and effectiveness of this Lease.

Section 5.02 Landlord's Rules and Regulations. To facilitate the safe and orderly operation and care and cleanliness of the Premises and the Facility, Landlord may promulgate reasonable rules and regulations which shall not be inconsistent with the proper and rightful enjoyment of the Premises by Tenant and for the preservation of good order therein. Landlord shall also from time to time make reasonable amendments and additions to said rules and regulations. Tenant agrees that said rules and regulations shall be observed and performed by Tenant, its employees and agents, and Tenant further agrees that it shall not permit conduct in violation thereof by its invitees and licensees. All such rules and regulations hereafter to be established by Landlord shall form a part of this Lease as if now set forth at length herein. Any rules and regulations established by Landlord which are required by Ground Lessor shall be deemed reasonable and binding on Tenant.

Section 5.03 Compliance with Laws, Rules and Regulations. Tenant agrees to comply and cause its employees, agents, invitees and licensees to comply, with reasonable promptness after being advised thereof, with all rules, regulations, orders and directives, pertaining to the Airport, now in existence or hereafter promulgated by the Ground Lessor or by any governmental authority or agency having jurisdiction thereover in the interest of health, safety, sanitation and good order at the Airport and the economic and efficient operation of the Airport and to cause its various tenants, invitees and licensees to comply with all present and future federal, state and municipal laws, statutes, ordinances and regulations hereafter enacted or promulgated, which may apply to the Airport or apply to or affect the use of the Premises and the Airport by Tenant. Tenant agrees to promptly make all nonstructural improvements, repairs and alterations to any and all facilities located in the Premises when required by law, ordinance, rule, order or regulation. Further, Tenant shall also comply and cause its employees, agents, invitees and licensees to comply with all valid and applicable rules, orders and regulations of (i) the police, health and fire departments, and (ii) the National Board of Fire Underwriters or similar organization for the prevention of fire or for the correction of unhealthy or hazardous conditions. Tenant shall procure from all governmental authorities having jurisdiction over the operations of Tenant hereunder all licenses, certificates, permits or other authorization which may be necessary for the conduct of such operations.

Section 5.04 Environmental Compliance Definitions.

(A) Hazardous Substances. As used below, "Hazardous Substances" shall mean any substances, or materials which are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), The Federal Water Pollution Control Act as now or hereafter amended, the Hazardous Materials

Transportation Uniform Safety Act of 1990, as now or hereafter amended, and The Resource Conservation and Recovery Act, as now or hereafter amended ("RCRA").

(B) Hazardous Substance Laws. As used below, "Hazardous Substance Laws" shall mean any and all federal, state and local laws, ordinances, regulations and standards relating to the sale, generation, production, manufacture, refining, analysis, transportation, treatment, storage, handling, disposal or use of any Hazardous Substances or Hazardous Wastes.

(C) Hazardous Waste. As used below, "Hazardous Waste" shall mean any solid waste designated as hazardous waste or Hazardous Substance pursuant to any applicable state or local Hazardous Substance Laws, as now or hereafter amended, or as otherwise provided by federal or state law.

(D) Hazardous Substances or Wastes. As used below, "Hazardous Substances or Waste" shall mean Hazardous Substances, Hazardous Waste, or both.

(E) Environmental Laws. As used below, Environmental Laws" shall mean all federal, state or local statutes, laws, regulations or ordinances relating to industrial hygiene, worker and community safety and protection of the environment including, but not limited to, Hazardous Substance Laws.

Section 5.05 Environmental Cleanup Responsibility Act. Tenant shall, at Tenant's own expense, comply with The Environmental Cleanup Responsibility Act, and all other applicable Environmental Laws and the regulations promulgated thereunder ("ECRA"). In this regard, Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the particular governmental agencies (the "Bureau"), including but not limited to, the New Jersey Department of Environmental Protection (NJDEP) and their successor bureaus and agencies, provided that Tenant shall not submit any information, documents or affidavits to the Bureau or NJDEP without Landlord's written consent prior to submission, which consent shall not be withheld unreasonably. Should the Bureau or any division of NJDEP require that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of Hazardous Substances or Waste at the Premises which occur during the Lease Term, then Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurance, and carry out the approved plans. Tenant's obligations hereunder shall arise if there is a cessation, termination, or transfer of Tenant's operations at the Premises pursuant to ECRA or any other applicable governmental law which requires any action, including any remediation action, or upon the occurrence of any other act, omission or event which subjects Tenant or Tenant's use to the requirements of ECRA, or upon the occurrence of any other act, omission or event which subjects Tenant or Tenant's use to the requirements of ECRA, Tenant shall indemnify, defend and save Ground Lessor and Landlord harmless from fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with

Tenant's failure to provide all information, make submissions and take all actions required by the Bureau, NJDEP or any division of NJDEP. Tenant's obligations and liabilities under this Section 5.05 shall continue so long as Tenant remains responsible for any spills or discharges of Hazardous Substances or Waste at the Premises which occur during the Lease Term.

Section 5.06 Environmental Permits and Licenses. Tenant shall, at its own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required under any Environmental Laws for Tenant's use of the Premises or any part of the Airport.

Section 5.07 Handling of Hazardous Substances and Waste. Tenant shall cause any and all Hazardous Substances or Waste removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and waste. Tenant shall in all respects generate, manufacture, refine, transport, treat, store, handle, or dispose of any and all Hazardous Substances or Waste in, on, under, on about the Premises in conformity with all applicable Hazardous Substance Laws and prudent industry practices regarding management of such Hazardous Substances or Waste. Upon expiration or earlier termination of the Lease Term, Tenant shall cause all Hazardous Substances or Waste to be removed from the Premises (except such Hazardous Substances or Waste, if any, as were located on the Premises prior to the commencement of Tenant's occupancy thereof) and to be transported for use, treatment, storage, or disposal in accordance and compliance with all applicable Hazardous Substance Laws; provided, however that Tenant shall not take any remedial action in response to the presence of any Hazardous Substances or Waste in, on or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with any party in respect of any claims relating to any Hazardous Substances or Waste in any way connected with the Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene, or otherwise appropriately assert and protect Landlord's interest with respect thereto.

Section 5.08 Environmental Damages: Notices. If at any time Tenant shall become aware, or has reasonable cause to believe, that any Hazardous Substance or Waste has come to be located in, on or about the Premises, immediately upon discovering such presence or suspected presence of any Hazardous Substance or Waste, Tenant shall take the appropriate remedial steps under the circumstances to mitigate damage or prevent future harm. Additionally, Tenant shall give written notice of that condition to Landlord and notify the appropriate authorities as required by law. In addition, Tenant shall notify Landlord immediately in writing of (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened against Tenant pursuant to any Hazardous Substance Law, (ii) any claim made or threatened by any person against Tenant relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any

Hazardous Substances or Waste, and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Substances or Waste in, on or about, or removed from the Premises, including any inquiries, complaints, notices, warnings, or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all inquiries, claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises, or Tenant's use thereof. Upon written request of Landlord, Tenant shall deliver promptly to Landlord copies of manifests reflecting the legal and proper disposal of all Hazardous Substances or Waste removed from the Premises.

Section 5.09 Correspondence Regarding Environmental Laws. Tenant shall promptly provide Landlord with (i) all documentation and correspondence by and between Tenant and NJDEP and/or any Bureau, and (ii) any notices, correspondence and submissions made by Tenant to NJDEP and/or any Bureau, the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state) or federal authority which requires submission of any information concerning environmental matters or Hazardous Waste or Hazardous Substances, and any notices, correspondence, documents and directives received by Tenant from any of said agencies. This Section 5.09 applies only to the Premises.

Section 5.10 Indemnification by Tenant for Environmental Matters. Tenant shall indemnify and hold Landlord free and harmless from any and all liabilities, damages, claims, causes of action, costs or expenses, including reasonable attorneys' fees and the costs and expenses of investigating and defending any claims or proceedings against Landlord or any claims or proceedings for which Landlord may incur any liability, resulting from or attributable to the use, sale, generation, production, manufacture, treatment, handling, analysis, storage, transportation, or disposal of Hazardous Substances or Hazardous Waste or the violation of any and all Environmental Laws or the presence of any Hazardous Substances or Wastes on the Premises or the Airport resulting from the business and operations of the Tenant conducted at the Premises or the Airport and the activities of third parties at the Premises or relating to the business and operations of the Tenant conducted at the Premises or Airport, whether such activities are known or unknown to Tenant, from and after the Commencement Date of this Lease.

Section 5.11 Access to Premises. Tenant shall permit NJDEP, Ground Lessor, Landlord or any agent thereof to enter the Premises at any time for any purpose including, but not limited to the purpose of fulfilling that party's obligations under any Environmental Law including, without limitation, its obligation to treat existing conditions.

Section 5.12 Premises Condition. At the end of the term or earlier termination of this Lease or Tenant's possession, Tenant shall be responsible to remove any and all Hazardous Substances and Waste from the Premises.

ARTICLE 6.

IMPROVEMENTS AND ALTERATIONS

Section 6.01 Improvements and Alterations. After possession of the Premises by Tenant pursuant to the terms of this Lease Tenant shall make no alterations, additions, or improvements in or to the Premises in excess of $100,000.00 or, without regard to cost, that change the nature or reduce the value of the improvements or the Premises or which are structural in nature without the prior written consent of Ground Lessor and Landlord, which consent of Landlord shall not be unreasonably withheld. Landlord may require that Tenant provide to Landlord a payment and performance bond in favor of Landlord and Tenant prior to the start of any work. All work shall be done in conformance with all applicable laws, rules, regulations and codes. Tenant shall secure any and all governmental permits required in connection with any such work, and shall indemnify and hold Landlord harmless from any and all liability (including attorney's fees) resulting therefrom. Unless otherwise provided in the Ground Lease or Basic Lease or waived by the Ground Lessor and Basic Lessor, all alterations, additions and improvements (except trade fixtures, appliances and equipment which shall not be deemed a part of the Premises) shall immediately become the property of Landlord without any obligation to pay Tenant therefor and shall not be removed by Tenant except as hereinafter provided. Upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord which shall be given at least ten (10) days prior to the end of the Lease Term, at Tenant's sole cost and expense, forthwith and with all due diligence remove any alterations, additions or improvements made by Tenant which are designated by Landlord for removal and repair any damage to the Premises caused by such removal. Upon completion of any such alterations, additions or improvements, Tenant will provide Landlord "as built" plans reflecting the alterations, additions and/or improvements.

Section 6.02 Liens. Tenant agrees that it shall not create or permit to be created any lien against the Premises or any part thereof. Further, Tenant agrees that it shall not enter into any contracts of a type which would attempt to permit a lien or liens to become attached to the remainder interests of Ground Lessor in the Premises. At Landlord's request, Tenant shall furnish written proof of payment of any items which would or might constitute the basis for such a lien on the Premises if not paid, and if an item is being contested by Tenant, evidence satisfactory to the Landlord that Tenant is contesting the validity thereof in good faith and has the financial ability to discharge the debt if the matter is decided adversely to Tenant. Nothing herein or elsewhere in this Lease shall infer, and it is not intended, that the Landlord's leasehold title, or other interest in the Premises may in any manner whatsoever be subordinated to any lien or

other encumbrance., In the event that any such lien is filed against the Premises or the Facility, or, any portion thereof, or any interest therein, Tenant shall cause the same to be canceled or discharged of record by payment, bonding or otherwise within twenty (20) days of the filing thereof. In the event that any such lien, claim or claims exceed, individually or in the aggregate, the sum of $10,000.00, bonding by Tenant with respect to such excess amount shall not be sufficient to comply with Tenant's obligations hereunder; and Tenant shall cause any such lien to be canceled or discharged of record by payment within twenty (20) days after the filing thereof, or at such earlier time as shall be necessary to prevent foreclosure thereof. In the event that any such lien is attached to the Premises, the Facility or any portion thereof or interest therein, and Tenant shall fail to obtain the cancellation or discharge of the same within the time period provided hereinabove, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same, and any amount paid by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as additional rent. Tenant shall indemnify and hold Landlord harmless from all costs, damage, claims and expense (including attorneys' fees) occasioned by the filing of any such lien.

ARTICLE 7.

INDEMNITY

Section 7.01 Indemnity. Tenant agrees that Landlord shall not be liable for injury to any person, or for the loss of, or for the damage to, any property (including property of Tenant) occurring in or about the Premises from any cause whatsoever, except for Landlord's gross negligence. Tenant hereby indemnifies and holds Landlord harmless from and against same and agrees to defend Landlord against any and all claims, charges, liabilities, obligations, penalties damages, costs and expenses (including attorney's fees) arising, claimed, charged, or incurred against or by Landlord from any matter or thing arising from Tenant's use of the Premises, the conduct of its business or from any activity, work or things done, permitted, or suffered by the Tenant in or about the Premises. Tenant shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of such claim Tenant shall defend the same at Tenant's sole expense by counsel satisfactory to Landlord. The indemnification provided in this section shall survive any termination or expiration of this Lease. Without limiting the generality of the above, Landlord and its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises, or from pipes, appliances or plumbing works therein or from the roots, street or subsurface or from any

other place resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence of Landlord, its agents, servants or employees. Landlord and its agents shall not be liable for interference with the light, air, or any latent defect on the Premises. Tenant shall give prompt notice to Landlord in case of casualties or accidents on the Premises.

ARTICLE 8.

INSURANCE

Section 8.01 Insurance. Tenant shall, at its own expense, maintain at all times during the Lease Term an adequate comprehensive general liability insurance with an insurance company or companies licensed to do business in the State of New Jersey, with a Best rating of A-VIII or better and acceptable to Ground Lessor and Landlord with minimum Combined Single Limit Coverage of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00) (including, but not limited to, premises operations, products liability, complete, operations, and warehousemen's legal liability covering bodily injury, including death, and property damage liability, the foregoing not to contain care, custody or control exclusions or any exclusions for bodily injury to or sickness, disease or death of any employee of Tenant) to insure Landlord, Tenant and Ground Lessor against any such claims, demands, losses, damages, liabilities and expenses. Tenant shall, at its own expense, also maintain at all times during the Lease Term (a)insurance covering its furniture, fixtures, equipment and inventory against, fire and all risks covered by standard extended coverage endorsement in an amount equal to the greater of (i) FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or (ii) the full insurable replacement value thereof, (b) Worker's Compensation insurance as required by law, and (c) comprehensive automobile liability insurance covering all owned, non-owned and hired motor vehicles and including automatic coverage for newly acquired vehicles with a Combined Single Limit of not less than FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00). Landlord and Ground Lessor shall be named as Additional Insureds in all of said policies referred to in this Section 8.01, and Landlord and Ground Lessor shall each be furnished with a copy of such policy or policies of insurance which shall bear an endorsement that same shall not be canceled, terminated, modified or materially changed without thirty (30) days prior written notice to Ground Lessor and Landlord. Said policy or policies shall provide or contain an endorsement providing that the protections afforded the Tenant thereunder with respect to any claim or action against Tenant by a third party shall pertain and apply with like affect with respect to any claim or action against Tenant by the Ground Lessor, without limiting or affecting the protections afforded the Ground Lessor as an additional insured, and the protection afforded the Ground Lessor thereunder with respect to any claim or action against Ground Lessor by a third party shall pertain and apply with like affect with respect to any claim or action against Ground Lessor, by the Tenant. If aircraft liability insurance becomes commercially available to Tenant, Tenant shall also obtain and maintain same hereunder with coverage in the minimum amounts then required by Ground Lessor. If

Tenant fails to maintain any insurance provided for herein, Landlord may (but is not obligated to) maintain the same on behalf of Tenant, and any premiums paid by Landlord shall be deemed additional rent and shall be due on the payment date of the next installment of Base Rent hereunder.

Section 8.02 Waiver of Right of Recovery. Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss in or about the Premises from perils insured against under their respective insurance policies including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided that this section shall be inapplicable if it would have the effect, but only to the extent that it would have such effect, of invalidating any insurance coverage of Landlord or Tenant.

Section 8.03 Certificates of Insurance. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant under the provisions of this Lease shall be delivered to Landlord and Ground Lessor at least fifteen (15) days prior to the Commencement Date of the Lease and thereafter, at time of policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Lease. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

ARTICLE 9.

COMMON AREAS

Section 9.01 Control of Common Areas by Landlord. Landlord shall at all times have the exclusive control and management of the common areas which shall include but not be limited to, all vehicle parking areas, access roads, driveways, entrances, loading docks, washrooms, sidewalks, landscaped areas, exterior stairways, and other areas, improvements and facilities provided by Landlord from time to time for the general use of tenants of the Facility, their officers, agents, employees and invitees; provided, however, such common areas shall not include any of the aircraft apron areas which service either the Facility or the Premises. Landlord reserves the right to modify, add to and/or delete portions of the common areas. Landlord shall have the right from time to time to employ personnel, establish, modify and enforce reasonable rules and regulations, construct and maintain all common operating facilities, police the common areas and facilities, change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to, restrict parking by Tenant, its officers, agents and employees to employee parking areas, close all or any portion of the common areas and facilities, permit maintenance and other required activities and to prevent the accrual of any right in any person or the public thereto, close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking, and to do or perform such

other acts in and to the common areas and facilities as, in the exercise of its judgment, Landlord shall determine to be appropriate to the maintenance and improvement for the convenience and use thereof by tenants of the Facility, their employees, invitees and customers.

Section 9.02 License. All common areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license. If the amount of such areas or facilities be diminished or changed, such diminution or change shall not be deemed constructive or actual eviction, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent.

ARTICLE 10.

ASSIGNMENT OR SUBLEASE

Section 10.01 No Assignment or Sublease by Tenant. Tenant shall not assign, sublease, mortgage, sell and lease back, hypothecate, or transfer this Lease, or any interest therein, nor permit the Premises to be used or occupied by others, nor shall this Lease or any interest therein be assignable or transferable by operation of law or by any process or proceeding of any court or other agency, board or tribunal without first obtaining the prior written consent of the Ground Lessor and complying with the applicable provisions of the Ground Lease, and without also first obtaining the prior written consent of Landlord, which consent of Landlord shall not be unreasonably withheld if the consent of the Ground Lessor is first obtained and the applicable provisions of the Ground Lease are first complied with. The transfer of control or of a majority of the issued and outstanding capital stock of any corporate tenant or subtenant, however accomplished, and whether in a single transaction or in a series of transactions, will be an assignment of this Lease or of a sublease requiring prior written consent in each instance except as to any corporate tenant or subtenant whose shares are traded on a nationally recognized securities exchange. Landlord and Tenant hereby agree that the granting of consent by Landlord shall, at a minimum, be preconditioned upon the fulfillment of the following requirements of Landlord, as well as any other reasonable requirements of Landlord:

(i) Landlord shall be provided with at least thirty (30) days' written notice prior to any proposed assignment or subletting;

(ii) Tenant shall remain primarily liable under this lease and shall guaranty this Lease if Landlord so requests;

(iii) Any proposed assignee or sublease shall assume, in written instrument acceptable to Landlord, all of the obligations of Tenant hereunder;

(iv) The Premises shall remain intact and shall not be altered in any manner whatsoever;

(v) The net worth of the proposed subtenant/assignee must be at least equal to the greater of Tenant's net worth immediately preceding the proposed transfer or Tenant's net worth on the date of this Lease;

(vi) The business reputation of the proposed subtenant/assignee must be at least equal to that of Tenant;

(vii) The managerial and operational skills of the proposed subtenant/assignee must be at least equal to those of Tenant's;

(viii) Any use of the Premises permitted hereunder by the proposed sublessee/assignee will not violate or create any potential violation of any laws, nor will it violate any other agreements affecting the Premises, the Facility or the Airport; and

In the event of the occurrence of any of the foregoing events without Landlord's prior consent, this Lease shall, at Landlord's option, be deemed to have been canceled, terminated and expired as of the date of the occurrence of said event. Neither the consent by Landlord to any of the foregoing, nor any references in this Lease to subtenants, concessionaires or licensees, shall be construed to relieve Tenant from obtaining the express written consent of Landlord to any further act which is prohibited herein, nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant, after default by Tenant, be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as Tenant or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed.

When Tenant requests Ground Lesser's or Landlord's consent to a transaction as described above, Landlord shall have the right, to be exercised in writing within thirty (30) days after such receipt, to cancel and terminate this Lease, effective as of the date set forth in Landlord's notice of exercise of such option, which effective date of termination in Landlord's said notice shall not be less than sixty (60) nor more than one hundred twenty (120) days following the service of such notice.

In the event Landlord shall exercise such cancellation right, Tenant shall surrender possession of the Premises on the date set forth in Landlord's notice and in accordance with the provisions of this Lease relating to surrender of the Premises at the expiration of the Lease Term. In no event shall the Premises be subdivided or partially sublet, nor shall any request be made for permission to do so.

Tenant shall pay to Landlord a reasonable fee and all reasonable expenses incurred by Landlord for the processing of any request for assignment, sublease or other transaction, as well as any expense or cost imposed by Ground Lessor.

Tenant's sole remedy for a refusal to consent to a proposed assignment, sublease or other transfer will be an action or proceeding for specific performance, injunction or declaratory judgment. Tenant waives any action for damages.

Section 10.02 Assignment by Landlord. Landlord shall have the absolute right to assign or otherwise transfer its interest hereunder and/or in the Premises or any portion thereof without the consent of Tenant. The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners of the Premises at the time in question, and in the event of any transfer or transfers of the title thereto, Landlord herein named (and in the case of any subsequent transfer or conveyance the then transferor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, provided that any funds in the hands of such Landlord or the then transferor at the time of such transfer, in which Tenant has an interest, shall be turned over to such transferor, and further provided that any such transferee expressly assumes the covenants and obligations on the part of Landlord contained in this Lease thereafter to be performed. The covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect to their respective successive period of ownership, except as may be expressly otherwise stated in this Lease. Any estate, right, title or interest of Landlord assigned hereunder may be assigned in like manner by any assignee thereof.

ARTICLE 11.

TAXES AND UTILITIES

Section 11.01 Taxes. Tenant shall pay or cause to be paid before delinquency all income and personal property taxes, assessments, license fees and public charges levied, assessed or imposed upon or measured by the value of its business operation, including, but not limited to, the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated on or installed in the Premises. If at any time during the term of this Lease all of the foregoing are assessed as part of the real property of which the Premises are a part, or otherwise assessed against Landlord or Ground Lessor or Basic Lessor Tenant shall pay to Landlord upon demand, as rent in addition to the Base Rent, the amount of such additional taxes as may be levied against said real property, Landlord, Ground Lessor or Basic Lessor by reason thereof. For the purpose of determining said amount, the determination by the City of Newark Tax Assessor as to amount so assessed shall be conclusive.

Section 11.02 Utilities. Tenant shall pay throughout the term of this Lease for all charges which are separately metered or otherwise charged to the Premises for utilities including, but not limited to, electricity, heat, oil, gas, water, sewage, garbage, disposal, telephone and telegraph. Tenant shall also provide its own janitorial services, replacement of light bulbs and tubes and all washroom and toilet supplies. If any such services are not separately metered or charged to Tenant, Tenant shall pay, upon receipt of a bill from Landlord, its pro rata share of the cost for such services, determined according to the ratio that the area of the Premises bears to the total rented area of the Facility, as this adjusts from time to time.

ARTICLE 12.

REPAIR AND MAINTENANCE

Section 12.01 Repair and Maintenance by Tenant. Tenant shall at all times throughout the term of the Lease, at its sole cost and expense, keep the Premises (including, without limitation, the exterior doors and entrances, all windows and molding and trim of all doors and windows, all mechanical, utility and electrical systems, all fixtures, the interior of the Premises and all other parts and make all other repairs except those repairs required of Landlord under Section 12.02) as well as the fire protection alarm and sprinkler systems of the Premises, and appurtenances thereof (including, without limitation, all heating, air conditioning, plumbing and electrical systems of the Premises) in good order, condition and repair. Without limiting the general requirements contained herein, Tenant shall keep the glass of all windows and doors clean and presentable, at reasonable intervals, paint or refinish the interior of the Premises and keep same free from uncleanliness or obstruction. Tenant shall give Landlord or its agents prompt written notice of any accident to or defects in the plumbing systems, electrical systems, and heating and air conditioning systems. Any damage to same resulting from misuse, acts or omissions of Tenant, its employees, agents, or invitees shall be repaired by Landlord at Tenant's sole cost. With respect to any of the repair and maintenance items set forth in this Section 12.01 hereinabove, Landlord may, at its option, make such repairs, without liability to Tenant for any loss or damage which may result in Tenant's stock or business by reason of such repairs and maintenance, and Tenant shall pay to Landlord upon demand, as additional rent hereunder, the cost of such repairs, together with a reasonable allowance for Landlord's overhead costs attributable to such repairs and maintenance.

Section 12.02 Repair and Maintenance by Landlord. Landlord shall at all times throughout the term of the Lease keep the exterior walls, roof, foundations and building structure of the Premises and the building of which the Premises is a part in a sound state of repair and shall promptly accomplish such repairs as may be needed. However, any such repair required due to the negligent act of Tenant or its agents, employees or contractors shall be paid for by Tenant immediately upon receipt of a bill for such repairs from Landlord. Tenant shall immediately inform Landlord of any

necessary repairs, but shall make no such repairs without Landlord's prior written consent. Landlord shall make such repairs to the exterior walls, roof, foundations and building structure without liability to Tenant for any loss or damage which may result in Tenant's stock or business by reason of such repairs and maintenance, and Tenant shall pay to Landlord upon demand or, at the option of Landlord, pursuant to Section 3.02 above, as additional rent hereunder, Tenant's proportionate share of the cost of such repairs, together with a reasonable allowance for Landlord's overhead costs attributable to such repairs and maintenance. Tenant's proportionate share of such costs and overhead shall be based upon the ratio that the area of the Premises bears to the total rented area, as this adjusts from time to time, of the Facility. Landlord shall have the right, without liability, to enter the Premises for the purpose of inspection or making those repairs required under this Section 12.02 or under Section 12.01 hereinabove. Except as otherwise specifically provided herein, there shall be no abatement of rent or liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of, or failure to make, any repairs, alterations or improvements in or to any portion of the Premises or to fixtures, appurtenances and equipment therein.

Section 12.03 Surrender of Premises. At the expiration or sooner termination of this Lease, Tenant shall return the Premises to Landlord in the same condition as the Premises existed at the commencement of this Lease (or, if altered by Landlord or Tenant with Landlord's consent, then the Premises shall be returned in such altered condition), with reasonable wear and tear excepted. Tenant shall remove all trade fixtures, appliances and equipment which do not become a part of the Premises together with those alterations which Landlord designates to be removed. Tenant shall restore the Premises to the original condition existing prior to the installation of said items. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease.

Section 12.04 Acceptance of Premises. By entry thereon, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair.

Section 12.05 Entry for Repairs and Inspection. Tenant covenants and agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Premises at all reasonable hours to inspect the same, make repairs, alterations or additions thereto, to conduct pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus, fire alarm and smoke detector systems and any other fire protective systems which constitute a part of the Premises, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided however, that Landlord agrees not to unreasonably interfere with Tenant's business operations in connection with any such entry.

ARTICLE 13.

DEFAULT AND REENTRY

Time is of the essence of this Lease. In the event any of the following events occur:

(1) Tenant fails to pay Landlord any installment of rent or other payments required under Article III hereof or any other payment required under the provisions of this Lease within five (5) days following the date due; or

(2) The Premises are deserted or vacated by Tenant for a period of fifteen (15) consecutive days without prior written consent of Landlord; or

(3) A voluntary petition in bankruptcy is filed by Tenant under any chapter of the Bankruptcy Code, 11 U.S.C. Paragraph 101 et sea., or Tenant makes an assignment for the benefit of creditors, or becomes insolvent; or

(4) There shall be an involuntary bankruptcy or receivership petition filed with respect to Tenant, or any attachment, execution or other judicial seizure of, or affecting, the properties and assets of Tenant, or affecting the Premises, or any part thereof, unless Tenant causes such petition to be dismissed, or dissolves, bonds against, or otherwise eliminates such attachment, execution or seizure within thirty (30) days of its occurrence; or

(5) There is a transfer, hypothecation, assignment, sublease or conveyance of the Premises or any portion thereof or interest therein by Tenant without Ground Lessor's prior written approval and Landlord's prior written consent; or

(6) Tenant shall default in the observance or performance of any term, covenant (including, without limitation, the covenant to provide an estoppel certificate as required by Section 17.03 of this Lease), condition or provision of this Lease, the Ground Lease, the Basic Lease or any other agreement or instrument executed between Tenant and Landlord and such default shall not have been remedied within thirty (30) days after the earlier of (i) Tenant's knowledge of such default or (ii) Landlord's notice to Tenant of such default; or

(7) Tenant fails to immediately cease all conduct prohibited by this Lease, the Ground Lease or the Basic Lease upon receipt of written notice from Landlord.

THEN, AND IN ANY ONE OR MORE OF SUCH EVENTS, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the, absolute right, at its election, without further notice or demand, to exercise any one or more of the following remedies:

(A) Landlord may terminate the Term of this Lease and forthwith repossess the Premises and be entitled to recover forthwith as damages, a sum of (i) all rents and other indebtedness accrued to the date of such termination; (ii) the cost of recovering the Premises; (iii) the cost of removing and storing Tenant's and any other occupant's property located therein; (iv) the cost of reletting the Premises (including, without limitation, brokerage commissions); (v) the cost of decorations, repairs, changes, alterations and additions to the Premises whether accomplished in one or more steps or phases; (vi) the cost of collecting such amounts from Tenant hereunder; (vii) an amount equal to the product of the sum of all of Landlord's soft and hard costs of developing and constructing the Premises (including, without limitation, the Tenant Improvements) times a fraction, the numerator of which is the number of months and partial months remaining in the Term of this Lease had the Term not been terminated and as though the Term would exist for its maximum possible length, and the denominator of which is the number of months or partial months in the Term of this Lease from the Commencement Date through the end of the Term of this Lease had the Term not been terminated and as though the Term would exist for its maximum possible length; or in the alternative, at Landlord's election, an amount equal to the lesser of:

(x) a sum equal to the rent, additional rent and costs and charges for the succeeding eighteen (18) month period; or

(y) the amount of such rent, additional rent and costs and other charges remaining to be paid for the balance of the unexpired Lease Term.

The payment set forth in this Section A(viii), as applicable, shall be considered liquidated damages and shall be in lieu of any obligations which Tenant shall have for the performance of the terms and conditions of this Lease for the full Lease Term hereof. Landlord and Tenant acknowledge and agree that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof, and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with law. Landlord and Tenant have considered the future rental value of the Premises, contemplated the likelihood of reletting the Premises and have taken into account future market conditions. Such sums shall be due and owing as of the date of Tenant's default hereunder; and (ix) any other sums of money or damages that may be owed to Landlord as a result of a default by Tenant or the exercise of Landlord's rights at law or in equity. If upon such reentry there remains any personal property of Tenant or any other person upon the Premises, the Landlord may, but is without obligation to do so, remove such personal property and hold it for the owner thereof or place the same in a public garage or warehouse, all at the expense and risk of the owner thereof, and Tenant shall reimburse Landlord for any expenses incurred in connection with such removal and storage. Landlord shall have the right to sell such stored property provided it has given Tenant not less than thirty (30) days prior written notice of such intended sale. The proceeds of such sale shall be applied first to the cost of sale, second to

payment of storage charges, third to payment of any other amounts then due from Tenant to Landlord and the balance, if any, shall be paid to Tenant.

(B) Landlord may terminate Tenant's right of possession (but not the Lease) and may repossess the Premises by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease in which event Landlord may, but shall be under no obligation to do so, relet the Premises or any portion thereof for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. If Landlord shall fail or refuse to relet the Premises, or if the same are relet and a sufficient sum shall not be realized from such reletting to satisfy the rent (including all additional rent) provided for in this Lease to be paid, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved (including additional rent) in this Lease for such period or periods, or if the Premises have been relet, the Tenant shall satisfy and pay any such deficiency upon written demand thereof or from time to time. Landlord shall also be entitled to recover forthwith as damages, a sum of (i) all rents (including all additional rent) and other indebtedness accrued to the date of such termination, (ii) the cost of recovering the Premises, (iii) the cost of removing and storing Tenant's and any other occupant's property located therein, (iv) the cost of reletting the Premises (including, without limitation, brokerage commissions),(v) the cost of decorations, repairs, changes, alterations, and additions to the Premises whether accomplished in one or more steps or phases, (vi) the cost of collecting such amounts from Tenant hereunder and (vii) any other sums of money or damages that may be owed to Landlord as a result of a default by Tenant or the exercise of Landlord's rights at law or in equity. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this subparagraph (b) from time to time, and that no delivery or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord, nor shall such reletting be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at such time thereafter elect to terminate this Lease for such previous breach.

(C) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord upon demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(D) The parties hereto expressly agree that Landlord shall have no duty whatsoever to mitigate damages caused by Tenant's breach hereunder or the occurrence of any event set forth in this Article XIII, and Tenant expressly waives any claims or defense based upon a failure by Landlord to mitigate such damages. Upon reletting, sums received from such new tenant by Landlord shall be applied first to payment of all

costs incident to reletting, including, but not limited to, repair and alteration costs, legal and brokerage fees; any excess shall then be applied to any indebtedness to Landlord from Tenant other than for rents, and any excess shall then be applied to the payment rents due and unpaid. The balance, if any, shall be applied against the deficiency between all amounts reserved hereunder and sums to be received by Landlord on reletting. In no event shall Tenant be entitled to any excess rentals obtained by Landlord upon such reletting.

(E) Tenant hereby waives any and all statutory defenses available to Tenant and any other defenses Tenant may have in any action brought by Landlord for a default, possession or failure to pay rent or additional rent.

(F) Tenant hereby waives any right of redemption under any present or future laws.

(G) All sums due hereunder shall bear interest at the lesser of (i) 18% per annum or (ii) the maximum legal rate.

(H) Tenant hereby grants to Landlord a first lien and security in all of Tenant's equipment, fixtures, inventory and personal property to secure the performance of Tenant's obligations hereunder and Tenant's interest in this Lease, which lien shall be prior and preferable to all other liens.

(I) The remedies herein granted Landlord are cumulative and are not restricted to those granted by law. The mention in this Lease of any specific right or remedy shall not preclude Landlord from exercising any other right or remedy or from maintaining any action to which it may otherwise be entitled, either at law or in equity at any time. The failure of Landlord to insist in any one or more instances upon the strict performance of any covenant of this Lease, or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord hereunder shall be deemed to be anything but payment on account, and the acceptance by Landlord of such a lesser amount whether by check with an endorsement or statement thereon, or by an accompanying letter or otherwise that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's rights to recover the balance due or pursue any of Landlord's other remedies hereunder.

ARTICLE 14.

CONDEMNATION

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Section 14.01 Permanent Taking. If the Premises or any portion thereof are taken by condemnation or under the power of eminent domain, or sold by Landlord under threat of the exercise of said power or pursuant to any applicable provision of the Ground Lease and the Ground Lease, with respect to the Premises or any portion thereof, is terminated pursuant to the provisions thereof, (all of which is hereafter referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date the Tenant is deprived of physical possession thereof or the date of such taking, whichever first occurs. In such event, Base Rent, additional rental and all other payments due under this Lease shall be apportioned and paid by Tenant to the date of such termination. In the event this Lease is terminated as to only part of the Premises, it shall remain in full force and effect as to the portion of the Premises remaining, with the rent reduced proportionally to the reduction in floor area of the Premises.

Section 14.02 Temporary Taking. If the Premises or any portion thereof are taken by condemnation or under the power of eminent domain for an indefinite period of time or for a term terminable at will or at sufferance or for a term measured by a war or an emergency or other contingency or for a fixed term expiring prior to the expiration of this Lease, this Lease shall remain in full force and effect, except to the extent Tenant may be prevented from doing so by the terms of the Ground Lease, and the Tenant shall continue to pay all Base Rent, additional rent and other charges payable by Tenant hereunder without any reduction or abatement, but the Tenant shall have the right to claim, and in the event of an award shall be entitled to retain, the amount which may be awarded as damages or paid as a result of the temporary taking of all or any portion of the Premises, subject however to the provisions of the Ground Lease.

Section 14.03 Awards. Subject to the provisions of the Ground Lease, all awards for the taking of any part of the Premises or any payment made under threat of exercise of power of eminent domain or pursuant to any applicable provision of the Ground Lease shall be the sole property of Landlord, pursuant to the provisions of the Ground Lease whether made as compensation for diminution in value of the leasehold or for the taking of the fee, severance damages or any other costs. Neither Landlord nor Ground Lessor shall have any liability whatsoever to Tenant for said condemnation.

Section 14.04 Controlling Document. In the event any financing secured by Landlord and placed on the Premises provides for condemnation, then the terms with respect to condemnation contained in the documentation evidencing such financing shall control and the foregoing provision may be modified accordingly.

ARTICLE 15.

CASUALTY

In the event the Premises are damaged or destroyed to such an extent as to render the same untenantable or unusable in whole or in part, Landlord shall restore the

Premises, to the extent of the insurance proceeds available to Landlord, with due diligence, in accordance with the provisions of the Ground Lease, and this Lease shall continue in full force and effect without abatement or reduction in the payment of Base Rent, additional rental or any other charge payable by Tenant hereunder. In the event the Ground Lessor does not require Landlord to restore the Premises and Landlord elects not to restore the Premises, Landlord may terminate this Lease upon notice to Tenant and both Landlord and Tenant shall be relieved of any obligations accruing after the termination date (except those obligations which are stated to survive the term of the Lease) set forth in the notice. On or before such terminate date, Tenant will vacate the premises and remove all its personal effects.

ARTICLE 16.

INABILITY TO PERFORM

This Lease and the obligation of Tenant to pay Base Rent, additional rent and the other charges payable by Tenant hereunder and to perform all of the other covenants and agreements set forth herein shall in no event be affected, impaired or excused because either the Ground Lessor or the Landlord is unable to supply, or is delayed in supplying, any service to be supplied by Ground Lessor under the Ground Lease or Landlord under this Lease or is unable to make, or is delayed in making, any repairs if either the Ground Lessor or Landlord is prevented or delayed from so doing by reason of strikes or labor troubles or for any cause beyond the control of Ground Lessor or Landlord, including, but not limited to, governmental preemption in connection with a National Emergency, or by reason of any rule, order or regulation of any department or subdivision of any other government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

ARTICLE 17.

SUBORDINATION AND ESTOPPEL

Section 17.01 Subordination. This Lease is subject and subordinate to the Ground Lease and the Basic Lease. This Lease is also subject and hereby subordinate to all present mortgages, security deeds and security assignments and security agreements, deeds of trust and other encumbrances affecting the Premises or the leasehold created by this Lease or the property described in Exhibit "B" of which the Premises are a part. This Lease will also be subject and subordinate to any and all future mortgages and deeds of trust, security deeds, security assignments, and security agreements that may affect the Premises (other than those granted by Tenant or any successor or assigns of Tenant) or the property described in Exhibit "B" of which the Premises are a part or the leasehold created by this Lease provided the holder of such future mortgage, deed of trust, security deed, security assignment or security agreement executes an agreement that such subordination shall not affect the Tenant's right to possession, use and occupancy of the

Premises in accordance with this Lease so long as and provided Tenant is not in default under any term, condition, covenant or provision of this Lease. This Lease is also subject and subordinate to all present and future easements and other non-debt type encumbrances. Simultaneously herewith, Landlord, Tenant and Ground Lessor are entering into a Subordination, Non-Disturbance and Attornment Agreement. Tenant will, upon Landlord's request, execute such instruments as may be requested or required from time to time to subordinate or further evidence the subordination of the rights and interest of Tenant under this Lease to the lien of any mortgage or security deed or security assignment or security agreement or deed of trust which may at any time be placed upon the land of which the Premises are a part or on the Premises or on the leasehold created by this Lease; provided, however, such subordination shall not affect the Tenant's right to possession, use and occupancy of the Premises so long as and provided Tenant is not in default under any term, condition, covenant or provision of this Lease. The holder of any mortgage, deed of trust, security deed, security assignment, and security agreement to which this Lease is subordinate or to which this Lease is or has been made subordinate may unilaterally make the deed, assignment, mortgage, or agreement subordinate to this Lease by document so stating and so executed by such holder and recorded in the Register's Office of Essex County, New Jersey or sent to the Tenant.

Section 17.02 Attornment. Tenant agrees that any such subordination agreement will contain a provision satisfactory to Landlord's lender whereby Tenant will agree, in the event of foreclosure of any such mortgage or deed of trust, to attorn to and recognize as its Landlord under the terms of this Lease said lender, any purchaser of the Leasehold at a foreclosure sale, or their successors or assigns.

Section 17.03 Estoppel Certificate. At any time and from time to time, Tenant agrees that it will, within ten (10) days after receipt of a request therefor, execute and deliver to Landlord, Landlord's lender, proposed lender, any transferee or assignee of Landlord's interest in this Lease or proposed transferee or assignee, or to the Ground Lessor, an estoppel certificate in the form attached hereto and made a part hereof as Exhibit "E", and certifying to such other matters as may be reasonably requested by Landlord, Landlord's lender, proposed lender, any transferee or assignee of Landlord's interest in this Lease or proposed transferee or assignee, or the Ground Lessor. In the event that Tenant fails to provide such certificate within ten (10) days after request therefor, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant and Landlord is hereby authorized to so certify and the Landlord is appointed Tenant's attorney-in-fact with the power to sign such certificate on behalf of Tenant, such appointment and power being coupled with an interest and irrevocable.

Section 17.04 Notice to Mortgagee. Tenant agrees to give any present or future mortgagee, or to any present or future security deed, assignment or agreement holder and grantee of a deed of trust, of the Premises or the property described in Exhibit "B" of which the Premises are a part, or of the leasehold created by this Lease, a copy of

any notice of default served upon Landlord by Tenant. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then any such mortgagee, grantee, holder or assignee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such time, then such additional period of time as may be necessary to cure such default if within such thirty (30) days the mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

ARTICLE 18.

SIGNS

Section 18.01 Signs. Subject to the prior written approval of Landlord and Ground Lessor, Tenant, may install and maintain signs in and on the Premises identifying it and its operations; provided, however, that all such signs shall conform to all applicable laws codes, ordinances and governmental and state aviation regulatory agency regulations and requirements as to design, placement, erection, repair and maintenance and the prior written approval of Landlord and Ground Lessor shall include approval as to content, color, size, design and location. Tenant shall erect no advertising material at the Airport outside the Premises without the prior written consent of Ground Lessor. Interior signs affecting public safety and security shall be in accordance with the established standards of the Ground Lessor.

ARTICLE 19.

QUIET ENJOYMENT

Landlord agrees that, upon payment of rental and performance of all covenants and agreements on the part of Tenant to be performed hereunder and subject to all terms and provisions of this Lease, Tenant shall peaceably have and enjoy the Premises and all rights and privileges granted herein free of disturbance by anyone claiming under or through Landlord or by the Ground Lessor on account of a default by Landlord in paying the rent under the Ground Lease. More particularly, Tenant agrees that temporary inconveniences, including as illustration and not limitation, such occurrences as noise, disturbance, traffic detours caused or associated with Airport or Facility operations as well as those caused by or associated with the construction of Airport or Facility improvements or actions of the United States government shall not constitute a breach of this paragraph.

ARTICLE 20.

SURRENDER OF PREMISES

At the expiration or sooner termination of this Lease, Tenant shall promptly surrender possession of the Premises to Landlord in good condition and repair subject to the other provisions in the Lease and shall deliver to Landlord all keys that it may have to any and all parts of the Premises and the Facility.

ARTICLE 21.

NET LEASE

This Lease is a "net" Lease and Tenant shall (except as expressly provided to the contrary herein) pay all costs, taxes and assessments which are connected with or arise out of the possession, use or occupancy of the Premises or any portion thereof. All accounts payable by Tenant to Landlord hereunder shall be paid by Tenant without notice or demand (except as herein otherwise provided) and without any set-off, counterclaim, deduction, defense, abatement, suspension, diminution or reduction of any kind or for any reason. More particularly, this Lease is intended as a bondable net Lease that will afford a constant rent stream notwithstanding any defaults by Landlord or claims by Tenant against Landlord, and no such occurrence shall excuse Tenant's full performance under this Lease nor be ground for offset against rents.

ARTICLE 22.

NOTICES

All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified, registered or express mail to the following respective addresses:

LANDLORD:

Airis Newark, L.L.C.
1100 Louisiana Street, Suite 4550
Houston, TX 77002
Attention: Mr. Ron Factor

with a copy to:

Sales, Goodloe & Golden LLP
SunTrust Plaza, Suite 4320
303 Peachtree Street
Atlanta, GA 30308
Attention: Mr. Stephen H. Goodloe, Esq.

TENANT:

EVA Airways Corporation
One Evertrust Plaza
Jersey City, NJ 10730
Attention: Mr. Walter Hou

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by certified or registered mail shall be deemed to have been given two (2) business days following date of mailing, notices sent by express mail or overnight delivery shall be deemed to have been given one (1) business day following the date of mailing and notices given by personal delivery shall be deemed to have been given upon receipt.

ARTICLE 23.

PARKING

Section 23.01 Parking. Landlord shall make available to Tenant parking spaces totaling one (1) space for each 250 square feet of administrative/office area leased hereunder and one (1) space for each 2,000 square feet of cargo handling area leased hereunder, but for a total of not less than 42 parking spaces, located in the surface parking lot to be constructed at the Facility. Tenant shall pay $30.00 per month for each parking space, commencing on the Rental Commencement Date, payable in advance on the Base Rent due dates. The monthly charge per parking space is subject to increase annually by using the same formula, the same Inflation Factors and the CPI as provided in Section 3.01 for the increases in the Base Rent, except of course, the monthly charge for a parking space is used in such computations instead of a Base Rent number. Tenant shall have the non-exclusive use of these parking spaces during the Lease Term. Landlord shall have the right during temporary periods of construction, maintenance or repair on the Facility to provide suitable alternative parking spaces or facilities within the Facility or in reasonable proximity to the Facility for the loss of any of such parking spaces. Landlord may make, modify and enforce reasonable rules and regulations relating to the parking of cars and trucks in such parking areas.

ARTICLE 24.

Section 24.01 Other Obligations of the Tenant to the Port Authority. Tenant will timely and promptly pay all other obligations owed to the Port Authority including, without limitation, charges, compensation and fees associated with Tenant's prior or other leases including, without limitation, payment to the Port Authority for future, present, or past obligations to demolish or for having demolished any facilities at the Airport to make way for construction of the Facility and to satisfy payment obligations to the Port Authority for environmental remediation of contamination identified by the Port Authority.

ARTICLE 25.

[There is no Article 25]

ARTICLE 26.

OPERATIONS

Section 26. Additional Provisions Concerning Operations.

(a) The Tenant shall use every effort to enter into, obtain, procure and maintain any and all agreements, permissions, approvals or other authority necessary for the operation of the Premises and shall upon request from the Port Authority or the Landlord furnish to the Port Authority and the Landlord a copy of any and all such agreements, permissions and approvals as requested by the Port Authority or the Landlord.

(b) The Tenant agrees to assume all financial risks associated with the operation of the Premises and the fact that the Tenant loses or has lost money or is not making a profit thereon shall in no event excuse the performance or observance by the Tenant under the Lease or be the basis for any claim or action against the Port Authority or the Landlord under the Lease or otherwise.

(c) It is hereby agreed and understood that the Tenant shall operate the Premises with trained personnel to perform cargo handling at the Premises and shall pay the required fees on gross receipts to the Port Authority pursuant to the Permit (hereinafter called the "Cargo Permit") heretofore or hereafter issued to the Tenant by the Port Authority. If required by the Port Authority or the Ground Lease, Tenant agrees to apply for the Permit and apply for and enter into the cargo handling agreement as requested by the Port Authority and operate in a manner consistent with the Permit and the cargo handling agreement. All other entities desiring to have air cargo handled by Tenant shall enter into a handling agreement with Tenant and the Landlord, all of which

agreements shall be submitted to the Port Authority for its consent and the Tenant shall pay the required fees on gross receipts from such entities to the Port Authority pursuant to the respective Cargo Permit covering the operations of the Tenant. Nothing herein shall limit or alter in any way the Port Authority's right to revoke the permissions granted under any Cargo Permit. No such revocation will excuse Tenant's liability under this Lease.

(d) With respect to cargo activity on and at the Premises, the parties hereby agree as follows: Commencing with the fifth (5th) anniversary (herein called the "Fifth Anniversary") of the Initial Occupancy Date (defined in Section 2(h)(2) of the Ground Lease) and continuing during the remainder of the term of the letting hereunder, Tenant agrees to meet Tenant's "Individual Standards" set forth in the Ground Lease calculated in accordance with Section 52(e) of the Ground Lease failing which the Ground Lessor (or Landlord, if required by the Ground Lessor) may exercise Ground Lessor's rights and/or Landlord's obligations as set forth in Section 52(e) for such failure. Tenant agrees fully to abide by all the provisions of Section 52(e).

(e) The Tenant hereby acknowledges and agrees that the terms and provisions of this Section are of the essence of this Lease and are a special consideration to the Landlord in entering into this Lease.

Section 26.02 <u>Obligations in Connection With the Conduct of the Tenant's Business</u>.

(a) The Tenant shall:

(1) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(2) Not divert or cause or allow to be diverted, any business from the Airport;

(3) Set up, keep and maintain in accordance with accepted accounting practice, records and books of account recording all transactions at, through or in any wise connected with the Tenant's operations hereunder, including but not limited to, an accounts receivable ledger and a general ledger and all agreements the Tenant has entered into with respect to the Premises and such additional information and other records and books of account as the Port Authority or Landlord may from time to time and at any time request with respect to any matter covered by this Section 26.02, all of which records and books of account shall be kept for a period of at least seven years and shall be kept at all times within the Port of New York District, which records shall show (i) the basis and supporting documents for each and every statement to be furnished hereunder by the Tenant, (ii) the revenues of whatever kind or nature received by the Tenant by its operations hereunder and (iii) all revenues received by the Tenant from

Handled Airlines (whether in the form of rental payments or otherwise). The Tenant shall furnish such other information and comply with any further directions or requirements of Port Authority or Landlord relating to the keeping and transmitting of forms, reports or other procedures covering the Tenant's operations hereunder, including but not limited to, the billing of Handled Airlines;

(4) Permit in ordinary business hours during the term of this Agreement and for one year thereafter and during such further period as is mentioned in the preceding paragraph, the examination and audit by the officers, employees, agents and representatives of the Port Authority and Landlord of such agreements and records and books of account set forth in subparagraph (3) above, any records and books of account of any company which is owned or controlled by the Tenant or which owns or controls the Tenant, if said company performs services, similar to those performed by the Tenant, anywhere in The Port of New York District or performs or provides any services in connection with the Premises, and any agreement or contract between the Tenant and any Handled Airlines;

(5) Permit the inspection by the officers, employees and representatives of the Port Authority and Landlord of any equipment used by the Tenant in connection with the operations hereunder, including but not limited to, cash registers and computers; and

(6) Install and use such cash registers and computers, sales slips, invoicing machines and any other equipment or devices for recording orders taken or services rendered as may be appropriate to the Tenant's business and necessary desirable to keep accurate records of gross receipts.

Section 26.03 Federal Airport Aid.

(a) The Tenant shall:

(1) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor of airlines being handled at the Airport;

(2) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(3) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service.

(b) As used in paragraph (a) above, "service" shall include furnishing parts, materials and supplied (including sale thereof).

(c) The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been and may hereafter be amended and supplemented or superseded by similar federal legislation, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and received further such grants. In connection therewith, the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Tenant of the covenants, promises and obligations contained in this Section 26.03 and in Section 26.04 hereof, is therefore a special consideration and inducement to the execution of this Lease by the Landlord, and the Tenant further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority or Landlord in connection with the Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Tenant of such covenants, promises and obligations, the Tenant will promptly comply therewith, at the time or times when and to the extent that the Port Authority or Landlord may direct.

Section 26.04. Method of Operation.

(a) The principal purpose of the Port Authority in the making of the Ground Lease is to make available on the Airport a cargo reception, storage and distribution facility for the better accommodation, convenience and benefit of the air cargo industry and in fulfillment of the Port Authority's obligation to operate the Airport for the use and benefit of the public. Consistent with the provisions of Article 4 of this Lease, the Tenant hereby warrants and agrees that it will conduct a first class operation and will furnish all necessary or proper fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and facilities, for the operation of a first class cargo facility and that it will furnish the foregoing promptly, efficiently and adequately to meet all demands therefor, on a fair, equal and non-discriminatory basis to all users thereof, and at charges which are fair, reasonable and non-discriminatory, provided that reasonable and on-discriminatory discounts, rebates, or other similar types of price reductions may be made to volume purchasers.

(b) As used herein, "Services' shall include the furnishing of parts, materials and supplied (including the sale thereof).

(c) The Tenant shall be open for business and shall provide Services at the Premises during regular business hours.

(d) The Tenant covenants and agrees that it will not enter into any agreement or understanding, express or implied, binding or nonbinding, with any person, firm, association, corporation or other entity, which will have the effect of fixing rates, of

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lessening or preventing competition, or of creating or tending to create a monopoly, at the Airport, relating to the Services, products, or articles furnished or sold by the Tenant.

(e) The Tenant shall at all times during the letting hereunder cause to be maintained a full, adequate, experienced and proficient management staff all of whom (as well as other employees of the Tenant) shall be reputable and good character. No individual shall be knowingly employed or retained by or on behalf of the Tenant if he or she has been convicted of a serious misdemeanor or a felony.

ARTICLE 27.

Section 27. Public Disclosure. Upon forty-eight (48) hours advance notice, Landlord shall have the right to disclose details about the project contemplated hereby, except those which Tenant has in advance in writing reasonably advised Landlord are confidential and proprietary, in any manner deemed necessary by Landlord to facilitate finalization of any and all requirements of such project. Tenant shall have the right during such notice period to review and approve texts or drafts of press or other releases produced by Landlord prior to their public release. Such approval shall not be unreasonably withheld or delayed.

ARTICLE 28.

MISCELLANEOUS

Section 28.01 Easements. Tenant acknowledges that the Premises are subject to easements reserved by the applicable public utilities for water mains and other utilities and the right to operate, repair, maintain, construct, reconstruct and alter said utility lines and construct new and additional lines within said easement areas. Tenant agrees to release Ground Lessor and Landlord from any and all liability of every kind and nature resulting from the exercise by said public utilities of their rights under said retained easements.

Section 28.02 Access to and Entry Upon Premises. (A) In addition to all other rights of access permitted herein, Landlord, its employees, agents, and contractors, shall have the right to enter the Premises at any time to examine same, and to show the Premises to prospective purchasers and tenants (but only during the last nine (9) months of the Lease Term with respect to prospective tenants), insurance representatives, mortgagees and such other persons within the judgment of the Landlord have a legitimate and appropriate interest in viewing the Premises; and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided, however, Landlord agrees not to unreasonably interfere with Tenant's business operations in connection with any such entry. If Tenant is not present to permit entry and entry is necessary, Landlord may, in case of emergency, forcibly enter Premises without

rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of inspection or repair of the Premises or Facility of which the Premises are a part except as otherwise specifically provided therein.

(B) The Ground Lessor, its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting the same, or observing the performance by the Tenant of its obligations hereunder, pursuant to the Ground Lease, and for the doing of any act or thing which the Ground Lessor may be obligated or have the right to do under the Ground Lease, or otherwise.

Section 28.03 Late Charges. If any installment of rent or other sum due from Tenant is not received by Landlord or its designee within ten (10) days after such amount is due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount as partial compensation for additional costs incurred by Landlord due to payment delinquency, plus interest at the rate of the lesser of 18% per annum or the highest rate allowed by law shall, be due from the date due until paid. Acceptance of such late charge by Landlord shall in no event constitute a waiver Tenant's default, if any, with respect to such overdue amount, nor prevent Landlord from exercising any other rights granted herein. Any sum due under this Lease that does not specify the date due, shall be due upon Tenant's receipt of a bill for same from Landlord.

Section 28.04 Waiver. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any covenant or condition, but the same shall be and remain in full force and effect.

Section 28.05 Captions. The captions in this Lease are for convenience only and do not in any manner limit or amplify the provisions of this Lease.

Section 28.06 Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

Section 28.07 Entire Agreement. IT IS EXPRESSLY AGREED BY LANDLORD AND TENANT, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE (TOGETHER WITH THE WRITTEN EXTRINSIC DOCUMENTS TO WHICH SPECIFIC REFERENCE IS MADE IN THIS LEASE) IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR TO THE EXPRESSLY

MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. NO MODIFICATION OR AMENDMENT OF THIS LEASE SHALL BE VALID OR EFFECTIVE UNLESS EVIDENCED BY AN AGREEMENT IN WRITING.

Section 28.08 Limitation of Liability of Landlord. Notwithstanding any thing contained in this Lease, in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed, honored or performed by Landlord, Tenant shall look solely to the estate and property of Landlord in the leasehold estate and Facility owned by Landlord for the collection of any judgment (or any other judicial procedures requiring the payment of money by Landlord), it being agreed that Landlord shall never be personally liable for any such judgment and no other property or assets of Landlord shall be subject to levy, execution, or other procedures for satisfaction of Tenant's remedies.

Section 28.09 Construction. This Lease shall be deemed to be made in and construed in accordance with the laws of the State of Georgia.

Section 28.10 Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with its terms. Said corporate tenant, within thirty within (30) days after execution of this Lease, shall deliver to Landlord a certified copy of a resolution of its Board of Directors authorizing or ratifying the execution of same.

Section 28.11 Joint and Several Liability. If Tenant consists of more than one person or entity, all terms, covenants and conditions contained in the Lease shall be deemed to be the joint and several responsibility of each party, and all rights and remedies of the Landlord shall be cumulative and nonexclusive of any other remedy at law or in equity.

Section 28.12 Lease Subject to Consent of Ground Lessor. The parties hereto recognize and agree that this Lease shall not become effective until approved by the Ground Lessor. In connection with obtaining such approval, Tenant agrees to provide to the Ground Lessor such information as may be required by the Ground Lessor in considering a request for its approval of this Lease.

Section 28.13 Successors and Assigns. Subject to Article X hereof, all of the covenants, conditions and agreements of this Lease shall extend to and bind the successors and assigns of their respective parties thereto.

Section 28.14 Financial Information. Within twenty (20) days after written request from Landlord, Tenant shall deliver to Landlord or lender designated by Landlord

such financial information as is reasonably required. This financial information shall be kept confidential.

Section 28.15 Time of the Essence. Time is of the essence in this Lease.

Section 28.16 Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. In addition to any other conditions to the effectiveness of this Lease set forth herein, this Lease shall not become effective until fully executed by, and delivered to, both Landlord and Tenant.

Section 28.17 Tenant's One-Time Termination Right. Tenant may strictly, in accordance with this Section 28.17, terminate the Term of this Lease effective at 11:59 P.M. on the day ("Early Expiration Opportunity Date") before the fifteenth (15th) anniversary of the Rental Commencement Date by giving Landlord written notice of such termination no later than one hundred eighty (180) days prior to the Early Expiration Opportunity Date ("Early Termination Deadline") and no earlier than three hundred sixty (360) days prior to the Early Expiration Opportunity Date, together with a one-time payment to Landlord of Six-Hundred Thousand and no/100 dollars ($600,000.00) in cash, provided that no event of default or any occurence but which for notice and passage of time would be an event of default is in existence or occurs ("Disqualfying Circumstance") at any time between the three hundred sixty-first (361st) day before the Early Expiration Opportunity and the Early Expiration Opportunity Date or on the Early Expiration Opportunity Date. The notice of termination provided for herein may not be given more than once. A notice of termination given while a Disqualifying Circumstance counts as a notice for the purpose of the preceding sentence but is otherwise ineffective. Tenant's right of termination under this Section 28.17 expires at 5:00 P.M. on the Early Termination Deadline.

Section 28.18 Exhibits. All exhibits referred to herein and any exhibits which may be referred to in any amendment hereto are by such reference incorporated herein and shall be deemed a part of this Lease as fully as if set forth herein. The following numbered or lettered exhibits are attached hereto and made a part hereof for all purposes:

Exhibit "A" - Leased Premises
Exhibit "B" - Legal Description of Land
Exhibit "C" - Form of Confirmation of Term of Lease
Exhibit "D" - Ground Lease
Exhibit "E" - Form of Estoppel Certificate

EXHIBIT "A"

PREMISES

(Description of the Premises)

EXHIBIT "B"

THE GROUND LEASE LAND

(Insert property description of the Ground Lease Land)

17124

EXHIBIT "C"

CONFIRMATION OF TERM OF LEASE

This Confirmation of Term of Lease is made as of _____, 19__, between AIRIS NEWARK, L.L.C., a Georgia limited liability company ("Landlord") and _____ _____, a _____ ("Tenant"), who in consideration of the matters set forth herein mutually agree as follows:

1. Landlord and Tenant entered into a Lease Agreement (the "Lease") dated _____, 19 , pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises (the "Premises") consisting of approximately - square feet of gross rentable area of _____ space, approximately____ square feet of gross rentable area of _____ space and approximately ____ square feet of gross rentable area of _____ area located in and on the air cargo facility situated on the tract or parcel of land described in Exhibit "A" attached hereto.

2. Pursuant to Section ___ of the Lease, Landlord and Tenant have agreed to confirm the commencement and expiration dates of the Lease Term, and the commencement date of rent, and Landlord and Tenant do hereby confirm same as follows:

   A. _____ is the Commencement Date of the Lease term;

   B. _____ is the Expiration Date of the Lease term; and

   C. _____ is the Rental Commencement Date.

3. Tenant represents and certifies that:

   A. It has accepted possession of the Premises as provided in the Lease;

   B. The _____ and other improvements and space required to be furnished by Landlord under the Lease have been furnished;

   C. Landlord has fulfilled all of its duties of an inducement nature;

   D. The Lease has not been modified, altered or amended except as follows:

EXHIBIT "D"

GROUND LEASE

EXHIBIT "E"

ESTOPPEL CERTIFICATE

Tenant: _____

Landlord: _____

Premises: - square feet of gross rentable area of _____ space, - square feet of gross rentable area of _____ space and ___ square feet of gross rentable area of _____ area located at _____

Lease: - Lease Agreement dated _____, 19__, by and between Landlord and Tenant and covering the Premises.

In order to induce [Lender to make a mortgage loan to Landlord secured by a lien on Landlord's interest in the real property and improvements in which the Premises are situated and an assignment by Landlord to Lender of the Landlord's interest in the captioned Lease) [Purchaser to purchase the Landlord's interest in the real property and improvements in which the Premises are situated, which purchase includes an assignment from Landlord to Purchaser of Landlord's interest in the captioned Lease), Tenant makes the following statements and agreements with the intention that Landlord and [Lender/Purchaser] may fully rely thereon:

1. Tenant hereby certifies as true and correct the following statements:

(a) The copy of the Lease Agreement attached hereto as Exhibit "A" and made a part hereof for all purposes is a true, correct and complete copy of the Lease Agreement (and all exhibits and addenda thereto) between Landlord and Tenant with respect to the space described in the Lease and the Lease has not been modified or amended in any manner or respect. Such Lease Agreement (and all exhibits and addenda thereto) constitutes the entire and complete understanding and agreement between Landlord and Tenant with respect to the space covered thereby.

(b) The Lease is presently in full force and effect.

(c) As of the date hereof, neither Landlord nor Tenant is in default under the terms and conditions of the Lease.

(d) Tenant has not prepaid any rent or made a security deposit except as specifically set forth in the Lease.

(e) There has no offsets, defenses or counterclaims with respect to the payment of rent reserved under the Lease or in the performance of the other terms, covenants and conditions of the Lease on the part of Tenant or Landlord, as the case may be, to be performed.

(f) Tenant is in possession of the Premises, has occupied the Premises continually since _____, 19__, and has accepted the Premises. Landlord has complied fully and completely with all of Landlord's covenants, warranties and other undertakings and obligations under the Lease to this date, with the result that Tenant is fully obligated to pay the Base Rent (as such term is defined in the Lease) and other charges due under the Lease and is fully obligated to perform, and is performing, all of the obligations of Tenant under the Lease, without any right of counterclaim, offset or defense.

(g) The Commencement Date (as such term is defined in the Lease) is _____, 19__, and the Rental Commencement Date is _____, pursuant to the provisions of the Lease, as currently in effect, the primary term of the Lease will expire on _____ 19_.

(h) Base Rent (as such term is defined in Section 3.01 of the Lease) under the Lease has been paid in full through _____19__.

(i) Tenant has not received notice that Landlord has made any other assignment, pledge or hypothecation of the Lease or the rents due thereunder.

(j) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred all or any part of its interest under the Lease.

2. [FOR LENDER ESTOPPEL] Tenant hereby acknowledges that the Landlord's interest in the Lease has been or is to be assigned to Lender pursuant to an [Assignment of Leases and Rents)from Landlord to Lender and agrees that, from and, after the date hereof: (i) without the prior written consent of Lender it will not (a) modify, extend or in any manner alter the terms of the Lease; (b) pay the rent or any other sums becoming due under the term of the Lease more than one (1) month in advance; and (c) accept Landlord's waiver of, or release from, the performance of any obligations under the Lease; and (ii) Tenant will furnish to Lender copies of all notices of default sent to Landlord under the Lease. Said notices shall be sent to Lender by registered or certified mail at the address shown above, or to such other address as may be designated by Lender from time to time. Tenant agrees that if Landlord shall have failed to cure such default within the time provided for in the Lease, then Lender shall have an additional fifteen (15) days within which to cure such default or if such default cannot be cured

within such time, then such additional period of time as may be necessary to cure such default if within such fifteen (15) days Lender has commenced and is diligently pursuing the remedies necessary to cure such default, in which event Tenant shall not take any action to terminate this Lease while such remedies are being so diligently pursued.

3. As used herein, the terms "Tenant", "Landlord", and "(Lender/Purchaser]" shall mean the persons hereinabove named as such, and their respective heirs, personal representatives, successors and assigns.

4. The undersigned is duly authorized to execute this instrument on behalf of Tenant.

5. All terms used, but not defined herein, shall have the same meaning ascribed to them in the Lease.

EXECUTED this ___ day of _____, 19

"TENANT":

a _____

By:_____
Name:_____
Title:_____

17124

FORM XLD - Ack., N.J. 51380

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 29th day of July, 1998, before me, the subscriber, a notary public of New York, personally appeared Linda K Moses the Asst. Secretary of the Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Karen E. Eastman
(notarial seal and stamp)

KAREN E. EASTMAN
Notary Public, State of New York
No. 4766314
Qualified in New York County
Commission Expires Feb. 28, 1999

STATE OF GEORGIA)
) ss.
COUNTY OF DEKALB)

On this 20 day of MARCH, 1998, before me, the subscriber, a _____, personally appeared DAVID C. GARRETT, III the _____ President of **AIRIS NEWARK, L.L.D.**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Edith C Ree
(notarial seal and stamp)

Notary Public, Gwinnett County, Georgia
My Commission Expires April 2, 2000

STATE OF NEW JERSEY)
) ss.
COUNTY OF BERGEN)

On this 11TH day of MARCH, 1998, before me, the subscriber, a _____, personally appeared EDWARD LIN the _____ President of **EVA AIRWAYS CORPORATION**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Diane Lu Chen
(notarial seal and stamp)

DIANE LU CHEN
Notary Public of New Jersey
My Commission Expires June 8, 1999

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE LESSEE AND SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILECOPY

Lease No. ANA-884
Newark International Airport

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT AGREEMENT, dated as of December 13, 2000, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and AIRIS NEWARK, L.L.C. (hereinafter called the "Lessee") and DELTA AIR LINES, INC. (hereinafter called the "Sublessee"),

WITNESSETH, That:

WHEREAS, the Port Authority leased to the Lessee and the Lessee hired and took from the Port Authority certain premises (hereinafter called the "Premises") at Newark International Airport (hereinafter called "the Airport") as described in a certain agreement of lease made effective and dated as of July 1, 1996, and identified by Port Authority Lease No. ANA-884 (said agreement of lease, as the same may have been or may hereafter be supplemented and amended, being hereinafter called "the Lease"); and

WHEREAS, the Lessee has requested the consent of the Port Authority to a proposed sublease agreement (a copy of which is attached hereto, hereby made a part hereof, and hereinafter called the "Sublease") between the Lessee and the Sublessee dated as of February 27, 1998;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of February 27, 1998, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding any provision of the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Lessee or the Sublessee on the earlier to occur of the day preceding the date of expiration or

earlier termination of the Lease or the Sublease, or such earlier date for the expiration or termination of the Sublease as the Lessee and the Sublessee may agree upon. The Sublessee shall quit the premises and remove its property for which it is responsible therefrom on or before termination of the Sublease.

3. If the Lessee shall at any time be in default under the Lease, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent Agreement, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. (a) Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring any rights, powers or privileges to the Sublessee as may be provided by the Sublease if not granted to the Lessee under the Lease, nor shall they impair or affect any of the duties, liabilities and obligations imposed on the Lessee under the Lease. The Sublease is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the Sublease shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. It is the intention of the Port Authority hereunder merely to permit the exercise of the Lessee's rights and privileges thereunder by the Sublessee (to the extent permitted by the Lease and this Consent Agreement). The specific mention of or reference to the Port Authority in any part of the Sublease, including without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall in all respects be controlling, effective and determinative.

(b) No provisions of the Sublease, including but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering action which may be undertaken by the Lessee or the Sublessee, including but not limited to, those involving signs, construction, insurance, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this Consent to specific matters and provisions as contained in the Sublease shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) With respect to this Consent Agreement, the Lessee and the Sublessee understand and agree that although the Lessee is permitted under the Lease to perform services and functions for itself the Lessee may not and is expressly prohibited from performing any services or functions at the Airport for the Sublessee (even though the Lessee may perform the same for itself pursuant to the Lease) which are performed by organizations at the Airport authorized by permit from the Port Authority to perform such services or functions, unless the Lessee is specifically authorized by permit to perform such services or functions for other aircraft operators at the Airport and the Premises and in such event said services and functions shall be performed pursuant thereto. The Lessee, however, may make the necessary arrangements with the authorized organizations performing such services or functions at the Airport to have such services or functions performed for the Sublessee by such organizations or the Sublessee may perform such services and functions itself.

5. The Sublessee, in its operations under and in connection with the Sublease and its use and occupancy of the Premises, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Lease to the extent that such obligations relate to the portion of the Premises covered by the Sublease.

6. Without in any wise affecting the obligations of the Lessee under the Lease and under this Consent Agreement and notwithstanding the terms and provisions of the Sublease (but without limiting the rights and duties of the Lessee and the Sublessee as between themselves), the parties agree as follows:

(a) With respect to the sublet premises, the Sublessee shall make repairs and replacements as if it were the Lessee under the

Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority, its Commissioners, officers, employees and representatives for its and their costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Agreement by the Sublessee or out of its operations under the Sublease or at the Premises, or out of the use of the Premises by the Sublessee or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Sublessee at the Premises, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport, including claims and demands of the City of Newark from which the Port Authority derives its right in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of Newark against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) Each policy and each certificate with respect to the insurance naming the Port Authority as an additional insured under Article 8 of the Sublease shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

7. This Consent Agreement may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the

Lessee and the Sublessee and no such revocation shall be deemed to affect the Lease or the continuance thereof, but the Sublease shall be deemed terminated thereby.

8. The granting of this Consent Agreement by the Port Authority shall not be deemed to operate as a waiver of the rights of the Port Authority, or as a consent to any subsequent sublease agreement (by the Lessee or by the Sublessee) or to any assignment of the Lease or to any assignment of the Sublease or of any rights under any of the foregoing, whether in whole or in part.

9. Reference herein to the "Lessee" or the "Sublessee" shall mean and include the Lessee and the Sublessee and their respective officers, agents, employees and also others at the Premises or the Airport with the consent of either the Lessee or the Sublessee.

10. The Lessee hereby represents to the Port Authority that the Lessee has complied with and will comply with, and the Sublessee hereby represents to the Port Authority that the Sublessee has complied with and will comply with, all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or that affect, respectively, the operations of the Lessee or the Sublessee, under the Lease or the Sublease, or its or their use and occupancy of the Premises. The obligation of the Lessee and the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

11. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

12. Nothing contained in this Consent Agreement or the Sublease, including but not limited to Article 6 thereof, shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises, including without limitation, the installation of any signs at the Airport. The Lessee and Sublessee agree that no construction or

installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Lease and of the Sublease and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority.

13. The Sublease shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

14. Nothing contained herein shall create or be deemed to have created a landlord tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Premises shall in all events be and remain subject and subordinate to the Lease.

15. If the Lessee or the Sublessee should fail to pay any amount required under this Consent Agreement when due to the Port Authority, or any fees or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described during the entirety of which such amounts remain unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Paragraph, with respect to such unpaid amount. Nothing in this Paragraph is intended to, or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation, the Port Authority's rights set forth in Paragraph 7 hereof or (ii) any obligations of the Lessee or the Sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charge, then, in such event, each

such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

16. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Said designated officer or representative of the Port Authority and the Lessee and their respective offices shall be as set forth in the Lease and Sublease. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. This Agreement may be executed in counterparts.

18. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) FRANCIS A. DIMOLA ASSISTANT DIRECTOR AVIATION DEPT.

(Seal)

ATTEST:

Secretary

AIRIS NEWARK, L.L.C.

By

(Title) President

(Corporate Seal)

ATTEST:

~~Secretary~~

Dean C. Arvidson
Assistant Secretary

DELTA AIR LINES, INC.

By

(Title) Vice President

(Corporate Seal)

APPROVED:
FORM | TERMS

SUB-LEASE AGREEMENT

Dated: February 27, 1998

By and Between

AIRIS NEWARK, L.L.C., a Georgia
limited liability company

("Landlord")

and

DELTA AIR LINES, INC.

a corporation organized under the laws of
the State of Delaware and in good standing and qualified to do
business in the State of New Jersey

("Tenant")

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and

DELTA AIR LINES, INC.

a corporation organized under the laws of
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("Tenant")

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SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT ("Lease") is made and entered into this ____ day of February, 1998, by and between AIRIS NEWARK, L.L.C., a Georgia limited liability company (hereinafter referred to as "Landlord"), and DELTA AIR LINES, INC., a corporation formed under the laws of Delaware and in good standing and qualified to do business in the State of New Jersey (hereinafter referred to as "Tenant").

WITNESSETH:

For and in consideration of the covenants and agreements hereinafter set forth to be performed by Tenant, Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord the Premises hereinafter described, for the term, at the rental, and subject to all of the terms, covenants and conditions hereinafter set forth.

ARTICLE 1.

PREMISES

Section 1.01 Premises. Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord that certain building space and exterior area (hereinafter, the "Premises") containing approximately 21,600 square feet of building rentable floor area of cargo operations space, approximately 4,000 square feet of building rentable floor area to be used for offices and approximately 12,000 square feet of outdoor GSE area, the approximate locations of which are shown and marked as the DELTA AIR LINES areas on Exhibit "A" attached hereto and incorporated herein for all purposes. The final exact square footages described in this Section 1.01 shall be determined by Landlord's architect certificate delivered to Tenant on or before the Commencement Date (as defined in Section 2.01 hereof). The Premises are located or are to be located on a portion of that certain lot or parcel of land (the "Land") situated at the Newark International Airport (the "Airport"), the legal description of which lot or parcel of land is set forth in Exhibit "B" attached hereto and incorporated herein for all purposes. The special use air-cargo facility being constructed by Landlord on the Land (the "Facility") is being constructed in two phases. The first phase consists of (i) an approximate 163,841 square foot building in which the administrative and cargo operations spaces of other tenants in the Facility will be located and (ii) the outdoor improvements on which the ground service equipment area ("GSE") and aircraft apron areas of other tenants in the Facility will be located. The second phase will consist of approximately six (6) acres (as same may be expanded) on which will be located (i) an approximately 76,800 square foot building in which the administrative and cargo operations spaces of Tenant and the administrative and cargo operations spaces of another tenant or other tenants in the Facility will be located, and (ii) outdoor improvements for GSE areas.

The GSE area leased hereby to the Tenant is leased subject to the nonexclusive easement which is hereby reserved in favor of Landlord and Landlord's other tenant or tenants in the Facility for necessary motor vehicle, and pedestrian ground traffic of Landlord and of the other tenant or tenants in the Facility. Landlord grants to Tenant a non-exclusive easement for Tenant's necessary motor vehicle and pedestrian ground traffic across the GSE area in the Facility immediately adjacent to the Delta Air Lines GSE area as shown on Exhibit "A."

Landlord may amend the aforesaid improvements, add to or take away land, and/or relocate the same, provided the Premises is not changed. The Site Plan attached as Exhibit "A" is not a warranty or representation that the Facility shall be built as shown thereon, but is merely attached to show the approximate location of the Premises.

Landlord further grants to Tenant a non-exclusive easement appurtenant to, and for the benefit of, the Premises for the purpose of ingress and egress by Tenant, its employees, agents, visitors, invitees and licensees, between the Premises and a city street or public way outside the Airport initially as shown on Exhibit "A", subject to changes therein and substitutions thereto, as provided in the Ground Lease, defined hereinbelow. Tenant hereby acknowledges and agrees that the use of all roadways, taxi lanes and taxiways and other means of ingress and egress granted herein shall be subject to (i) the rules and regulations of the Ground Lessor (defined in the next paragraph of this Section) now in effect or hereafter promulgated for the safe and efficient operation of the Airport, and (ii) the right of the Ground Lessor to temporarily or permanently close, or consent to or request the closing of, any roadway, other means of ingress and egress and any other area at the Airport presently or hereafter used as such, so long as an alternate, reasonably equivalent means of ingress and egress shall be available to Tenant.

Landlord's interest in the Facility is a leasehold in the Land under a ground lease (the "Ground Lease") from The Port Authority of New York and New Jersey (sometimes herein called the "Port Authority" or the "Ground Lessor"). A copy of the Ground Lease is attached as Exhibit "D" hereto. Any and all liability and obligations of the Landlord hereunder and any obligation of the Landlord to construct the improvements to be located on the Land, as set forth herein, shall be subject to the Ground Lease and Basic Lease. The term "Ground Lease" as used in this Lease means the Ground Lease titled "Agreement of Lease" dated as of July 1, 1996, entered into with the Port Authority of New York and New Jersey ("Ground Lessor") and as same may be hereafter amended. The Ground Lease itself is a sub-lease in that the Ground Lessor is the lessee of the Airport under a lease dated October 22, 1947 as heretofore and hereafter amended (the "Basic Lease") from the City of Newark ("Basic Lessor") to The Port Authority of New York and New Jersey.

Section 1.02 Construction of Building Shell and Tenant Improvements.

(A) Tenant acknowledges that as of the date of this Lease the conceptual plans for the outdoor improvements and the two buildings making up the Facility are dated July 15, 1997 ("the Conceptual Plans") as approved by the Ground Lessor and will be

delivered to Tenant. Landlord shall prepare final plans and specifications ("Final Facility Plans") for Tenant's approval, which shall not be unreasonably withheld or delayed. Tenant shall approve or disapprove (with specific reasons for the disapproval) within 20 days of receipt of the Final Facility Plans. Tenant agrees that it will approve the Final Facility Plans provided same are consistent with the Conceptual Plans. In the event Tenant fails to respond to the Final Facility Plans within 20 days of receipt of the same, the Final Facility Plans shall be deemed approved. Included within the Final Facility Plans are the plans and specifications for the shell improvements for the building in which the indoor parts of the Premises are to be located (such improvements being referred to herein as the "Building Shell") and the plans and specifications for the improvements for the outdoor parts of the Premises (such improvements being referred to herein as the "Outdoor Improvements"). For purposes of this Lease, the plans and specifications for the Building Shell and the Outdoor Improvements (and related site plans, parking plans, building elevations, traffic circulation plans and other plans relating to the development of the building in which the Premises are to be located) shall be referred to herein as the "Building Shell Plans". Landlord has caused or shall cause construction of the Phase I and Phase II Building Shells and Outdoor Improvements to be commenced and carried forward with reasonable diligence and without abandonment. It is expressly agreed and understood that this Lease contemplates that the Landlord shall be obligated to contract and finish the Building Shells and Outdoor Improvements only to the extent and in the state and condition specified in the Building Shell Plans, with such changes as may be mutually agreed to in writing.

(B) Landlord shall submit to Tenant as soon as reasonably practicable, space layout plans (hereinafter the "Preliminary Space Plans") for the construction of the office space improvements and other facility improvements consistent with the Facility Outline Specifications attached as Exhibit "G" (hereinafter the "Tenant Improvements"). Tenant shall have a period of twenty (20) days after its receipt of the Preliminary Space Plans to review the Preliminary Space Plans and to notify Landlord in writing of any objections thereto, which notification shall specify with particularity the items in the Preliminary Space Plans to which Tenant objects. Thereafter, Landlord (and/or Landlord's designated representative) and Tenant (and/or Tenant's designated representative) shall meet to discuss the Preliminary Space Plans. After the approval of the Preliminary Space Plans, and with reasonable promptness, Landlord shall cause to be prepared, working drawings and specifications (hereinafter the "Working Drawings") for the construction of the Tenant Improvements. Tenant shall have a period of thirty (30) days after its receipt of the Working Drawings to review the Working Drawings and to notify Landlord in writing of any objections which Tenant has with respect to the Working Drawings, which notification should specify with particularity the items in the Working Drawings to which Tenant objects. Such Working Drawings as so approved or deemed approved by Tenant shall be called the "Approved Tenant Office Improvement Plans". Landlord shall construct the Tenant Improvements at the same time Landlord constructs the Facility.

(C) Upon completion of construction of the Tenant Improvements, as aforesaid, Landlord will (i) notify Tenant in writing that the Premises are ready for Tenant's

occupancy and provide a Certificate of Occupancy (or other similar certificate, permit or occupancy letter which may be issued by the Ground Lessor to allow occupancy of the Premises) and (ii) tender possession of the Premises to Tenant. Within thirty (30) calendar days after Tenant's initial occupancy of the Premises, Tenant shall give written notice to Landlord as to those items which are not in compliance with the Approved Tenant Office Improvement Plans by designating same on a "punch list", except that said timely notification shall not apply to any latent defects which are not apparent upon a reasonable inspection of the Tenant Improvements. If Tenant shall fail to deliver such "punch list" to Landlord within said thirty (30) calendar day period, Tenant shall be deemed to have accepted the Premises, including, without limitation, construction and installation of the Tenant Improvements.

ARTICLE 2.

TERM

Section 2.01 Term. Subject to and upon the terms and conditions set forth herein, the term of this Lease shall commence (the "Commencement Date") as of the earlier of (i) the first day following the issuance of a Certificate of Occupancy for the Premises (or other similar certificate, permit or occupancy letter which may be issued by the Ground Lessor to allow occupancy of the Premises part of the Building Shell), or (ii) the first day of Tenant's occupancy of the Premises, and shall end (the "Expiration Date") ten years thereafter, unless sooner terminated pursuant to this Lease (the "Lease Term"). Landlord and Tenant agree, at the request of either, to execute a declaration in the form attached hereto and made a part hereof as Exhibit "C" specifying the Commencement Date and Expiration Date of the Lease Term.

Section 2.02 Delay in Commencement. Landlord estimates that the Premises will be ready for occupancy by Tenant on or about December 1, 1998. Tenant agrees that in the event of the inability of Landlord for any reason to deliver possession of the Premises to Tenant on the Commencement Date set forth in Section 2.01, Landlord shall not be liable for any damage thereby nor shall such inability affect the validity of this Lease or the obligations of Tenant hereunder, but in such event Tenant shall not be obligated to pay rent or other monetary sums until Landlord has delivered possession of the Premises to Tenant. In the event Landlord shall not have delivered possession of the Premises to Tenant by August 31, 1999, as extended by a period of time equal to the sum of the periods of time of delay caused by Tenant due to Tenant's failure to timely respond to plans and/or specifications in accordance with Sections 1.02(A) and (B) (such date of August 31, 1999 being the "Termination Date" unless extended due to Tenant's failure to timely respond as aforesaid), Tenant at its option (to be exercised within the thirty (30) days following the Termination Date) may terminate this Lease and, upon Landlord's return of any monies previously deposited by Tenant, the parties shall have no further rights or liabilities under this Lease.

ARTICLE 3.

RENT

Section 3.01 Base Monthly Rent. Tenant covenants and agrees to pay to Landlord a net lease base rental as follows:

Beginning on the Commencement Date, Tenant hereby agrees to pay to Landlord an annual rent of Five Hundred Ten Thousand Eight Hundred Eighty Dollars ($510,880.00) ("Base Rent"), which Base Rent is based upon an annual rental rate of $18.30 per square foot of gross rentable area of cargo space (based on 21,600 square feet of gross rentable area of cargo space), an annual rental rate of $21.85 per square foot of gross rentable area of administrative/office space (based on 4,000 square feet of gross rentable area of administrative/office space), and an annual rate of $2.35 per square foot of gross rentable area of GSE area (based on 12,000 square feet of gross rentable area of GSE area). The foregoing rate of Base Rent is based upon the assumption that the Premises contains the above-listed square footage of gross rentable area for the respective above-listed areas. However, if prior to the Commencement Date, it should be determined that the Premises contains more or less square feet of gross rentable area of one or more of the different areas, then the Base Rent shall be adjusted accordingly based on the respective annual rates per square foot of gross rentable area aforestated. The aforesaid Base Rent shall be paid for each year during the term in equal monthly installments on the first day of each calendar month in advance. In the event of any partial month within the term such monthly payment shall be prorated based on a 30-day month.

The Base Rent and corresponding monthly payment, as above determined taking into account the adjustment for a change in a square footage number(s), shall be further increased during the Lease Term on the first-year anniversary of the aforesaid Commencement Date and shall be further increased during the remainder of the Lease Term each annual anniversary thereafter (individually an "Anniversary" and such one (1) year period prior to an Anniversary shall be referred to as the "Calculation Period"), to an amount equal to the greater of (a) the product obtained by multiplying the Base Rent in effect for the Calculation Period times 1.0, or (b) the product obtained by multiplying the Base Rent in effect for the applicable Calculation Period times the Inflation Factor (as hereinafter defined) not to exceed an increase of three percent. The Inflation Factor means the CPI for the calendar month of the date which is ninety (90) days preceding the Anniversary in question divided by the CPI for the calendar month of the date which is one (1) year and ninety (90) days prior to such Anniversary. As an example, the term "Inflation Factor" for the first year Anniversary means the CPI (as hereinafter defined) for the calendar month of the date which is ninety (90) days preceding the first (1st) Anniversary of the Commencement Date divided by the CPI for the calendar month of the date which is ninety (90) days preceding the Commencement Date. The calculation using sample numbers is as follows:

Example: Calculation for Base Rent due starting on the first Anniversary of the Commencement Date:

Base Rent	$510,880.00
CPI for the 90th day before the 1st Anniversary:	102
CPI for the 90th day before the Commencement Date	100
Inflation Factor for the first year:	102 divided by 100 = 1.02
The increase in Base Rent is calculated by multiplying the Base Rent by the higher of 1.0 or the Inflation Factor for such first year (i.e. 1.02):	$510,880.00 X 1.02 = $521,097.60
Since the amount did not increase the Base Rent by more than the cap of 3%, the Base Rent for the second year would be:	$521,097.60

Example: Calculation for Base Rent due starting on the second year Anniversary of the Commencement Date:

Base Rent:	$521,097.60
CPI for the 90th day before the 2nd Anniversary:	107
CPI for the 90th day before the 1st Anniversary	102
The Inflation Factor for the 2nd year:	107 divided by 102 = 1.049
Calculated increase:	$521,097.60 X 1.049 = $546,631.38
Since the amount is increased more than the cap of 3%, the increase is reduced to a 3% increase:	$536,730.52

"CPI" means the National Consumer Price Index for New York City (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"), or any successor agency of the United States that shall issue such indices. In the event that (i) the Bureau ceases to use the 1982-1984 average of 100 as a basis of calculation, or (ii) a substantial change is made in the number or character of "market basket" items used in determining the CPI, or (iii) Landlord and Tenant mutually agree in writing that the CPI does not accurately reflect the purchasing power of the dollar, or (iv) the CPI should be discontinued for any reason, Landlord, with Tenant's approval, shall designate from indices supplied by the Bureau, an alternative index comparable to the CPI together with information which will make possible the conversion to the alternative index in computing the Inflation Factors. If for any reason the Bureau does not furnish such an index or such information, the parties shall thereafter accept and shall use such other index of comparable statistics on the cost of living for the county in which the Premises is located, as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by Landlord, but subject to the reasonable approval of Tenant. At least twenty (20) days prior to any date on which the Base Rent is to be increased pursuant to the foregoing provisions, Landlord will submit to Tenant a statement of the amount of such increase and the calculation upon which such increase is based.

All sums due as Base Rent, additional rent or any other sums due hereunder shall be paid in United States funds.

Tenant shall also pay, as additional rent, all other sums of money that shall become due from and payable by Tenant to Landlord under this Lease. Landlord shall also have the same remedies for default for the payment of additional rent as are available to Landlord in the case of default in the payment of Base Rent. The Base Rent, together with any adjustments of rent provided for herein then in effect, shall be due and payable on the first day of each calendar month during the Lease Term and any extension or renewal thereof. Tenant hereby agrees to so pay such rent to Landlord at Landlord's address herein provided (or such other address as Landlord may designate to Tenant in writing from time to time) monthly in advance, without demand. If the Lease Term terminates on other than the last day of the month, then the installment on Base Rent for such month shall be prorated based on a thirty (30) day month. Any payment past due over thirty (30) days shall accrue interest thereon from the due date until paid at the lesser of (i) the maximum nonusurious rate of interest permitted by applicable law, or (ii) an annual interest rate of fifteen percent (15%).

Section 3.02 Operating Expenses. In addition to the Base Rent provided in Section 3.01 above and from and after the Commencement Date, Tenant shall pay to Landlord in monthly installments as additional rent the product obtained by multiplying the ratio ("Tenant's Expense Percentage") that the cargo operations area of the Premises bears to the total rentable cargo operations areas, as this is adjusted from time to time, of the Facility times certain operating expenses of the Facility ("Base Expenses") (which product shall be referred to herein as "Tenant's Share of Base Expenses"). Base Expenses shall consist of Landlord's commercially reasonable expenses incurred for the following: common area utilities, insurance, real and personal property taxes or assessments imposed by any federal, state, county or municipal authority or government entity, routine maintenance and operation expenses required by the Port Authority and any services provided by Landlord which have been requested by Tenant. Base Expenses shall also include Landlord's commercially reasonable costs incurred in making capital improvements or repairs required by any federal, state, county or municipal authority or government entity, including the Port Authority, unless such capital improvements or repairs result from defects in the construction of the Facility or Landlord's failure to construct the Facility in accordance with all laws, regulations, codes and other requirements applicable at the time of construction.

Upon receipt of a statement therefor, Tenant shall pay to Landlord monthly in advance Tenant's Share of Base Expenses in addition to Base Rent, which payment shall be due and payable at the same time that Base Rent is due. Tenant's obligation under this Section 3.02 starts on the Commencement Date. Landlord agrees to provide to Tenant within a reasonable period of time at the end of each calendar year of the Lease Term a statement of actual Base Expenses with respect to the operation of the Facility covering the preceding year. Landlord may from time to time estimate in advance the Base Expenses for the ensuing Lease Year and Tenant's Share of Base Expenses for such year in which event Tenant shall pay one-twelfth thereof to Landlord at the same time that Base Rent is due and Landlord and Tenant shall, within ninety (90) days following each Lease Year, account between them for any

underpayment or overpayment of the total of estimated Tenant's Share of Base Expenses as compared to Tenant's Share of Base Expenses based upon the actual Base Expenses experienced by Landlord for such Lease Year by Tenant's paying to Landlord an amount equal to the underpayment in 12 equal monthly installments commencing with the month immediately following the determination of the underpayment or by Landlord's paying to Tenant an amount equal to the overpayment in 12 equal monthly installments commencing with the month immediately following the determination of the overpayment.

Section 3.03 Ground Rent. The calculation of Base Rent does not include the annual ground rental (estimated to be $1.50 per square foot for 1997 calendar year) which Landlord is obligated to pay under the terms of the Ground Lease. Tenant will pay to Landlord Tenant's proportionate share (as set forth below) of the ground rental amount each year of the term in equal monthly installments in advance. In the event of any increase or decrease in the ground rental (over and above the aforesaid estimated $1.50 per square foot), Tenant agrees to pay to Landlord in monthly installments, as additional rent, Tenant's proportionate share (which proportionate share shall be determined using the Tenant's Expense Percentage) of such increase in said ground rental. Tenant will not be charged any increase in rent or Base Expenses due to an expansion of the second phase. In the event of a decrease in the ground rental, Tenant's proportionate share (which proportionate share shall be determined using the Tenant's Expense Percentage) of such ground rental shall decrease. Tenant's obligation under this Section 3.03 starts on the Commencement Date.

ARTICLE 4.

USE OF PREMISES

Section 4.01 Permitted Use. The Premises shall be used and occupied only by Tenant and only for the following specific purposes and for no other purposes whatsoever without obtaining the prior written consent of Landlord and Ground Lessor: the handling of air cargo of Tenant and other airlines using the Airport and necessary and incidental activities incidental to the aforesaid handling of air cargo. Notwithstanding the foregoing, Tenant may have employees of Tenant's contractors on the Premises in furtherance of Tenant's use as aforesaid and provided such employees are under the supervision and general control of Tenant. Landlord or Ground Lessor may require that all of Tenant's employees carry identification badges acceptable to Landlord and Ground Lessor. Landlord represents that there are no encumbrances or restrictions that would affect Tenant's ability to use the Premises for the intended purpose.

Tenant covenants with and warrants and represents to Landlord that the Premises shall be used and occupied only for the purposes set forth in this Section 4.01 hereinabove and that the performance of the activities permitted under this Section 4.01 shall be solely for Tenant and other airlines using the Airport and not for any other entity whatsoever, except as otherwise specifically provided under both this Lease and the Ground Lease.

Section 4.02 Prohibited Uses.

(A) Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with this Lease or will in any way conflict with or cause a breach under the Ground Lease or Basic Lease or conflict with or violate any law, statute, ordinance or any environmental or governmental rules or regulations or requirements now in force or which may hereafter be enacted or promulgated by any governmental agency with jurisdiction over the Premises and Tenant shall at its sole cost and expense promptly comply with all said laws and regulations. Tenant shall not use the Premises for any purpose which is illegal, or which in Landlord's reasonable opinion, creates a factual or legal nuisance.

(B) Tenant shall not do or permit anything to be done in or about the Premises which (i) will increase the existing rate of insurance upon the Premises or the building of which the Premises is a part, or the Facility (unless Tenant shall pay such increased premiums) or cause the cancellation or reduction of coverage of any insurance policy covering said Premises or any building of which the Premises may be a part, or (ii) which, in the opinion of the Landlord or Ground Lessor, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Lease, nor shall Tenant sell or permit to be kept, used or sold in or about said Premises, any articles which may be prohibited by a standard form policy of fire insurance.

(C) Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of any building of which the Premises may be a part or the Facility. Tenant shall not commit, or suffer to be committed, any waste in or upon the Premises. Tenant shall conduct its operations on the Premises in a safe and careful manner.

(D) Tenant shall conduct its operations on the Premises in an orderly and proper manner, so as not to unreasonably annoy, disturb or be offensive to others at or off the Airport.

(E) Tenant shall not violate any provision of the Airport Building Code or the Airport Fire Code.

(F) Tenant shall not permit the accumulation of paper, cans, bottles, wrappers, rags, trash, junk or debris on the Premises. No garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or deposited into or upon the Airport, Facility (outside the Premises), waters at or bounding the Airport, but shall be removed from the Premises in an orderly, efficient and proper manner. Tenant agrees to promptly comply with any reasonable clean-up notices given to Tenant by either Landlord or Ground Lessor. Failure by Tenant to comply with any such cleanup notice shall constitute a material default by Tenant under this Lease entitling Landlord to exercise any remedy set forth in Article XIII hereof.

(G) Tenant shall not cause or create or permit to be caused or created upon the Premises, or on the Airport derived from operations at the Premises, any obnoxious odors or smoke, or noxious gases or vapors. The creation of exhaust fumes by the normal operation of aircraft engines, so long as the same are operated and maintained properly, shall not be a violation of this Section.

(H) Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communication system, electrical system, fire-protection system, sprinkler system, alarm system, and other systems, if any installed or located on, under, or in the Premises or elsewhere at the Airport.

(I) Tenant shall not dispose of nor permit anyone to dispose of any waste material taken from aircraft, or otherwise, (whether liquid or solid) by means of the toilets (other than for human waste), manholes, sanitary sewers or storm sewers at or approximate to the Premises or elsewhere on the Airport, except after treatment in installations or equipment
included in plans and specifications submitted to and approved by the Landlord and Ground Lessor.

(J) Tenant shall not keep or store, or permit to be kept or stored within any enclosed portion of the Premises in excess of the Tenant's working requirements during a 24-hour period any jet fuel or other materials which violate or cause to render void or voidable any insurance on the Premises required under this Sub-Lease Agreement.

(K) Tenant shall not start or operate or permit another to start or operate any engine or any item of automotive equipment in any enclosed space on the Premises, unless such space is adequately ventilated and unless such engine or item of automotive equipment is equipped with a proper spark-arresting device which has been approved by the Landlord and Ground Lessor.

(L) Tenant shall not operate or cause or allow to be operated aircraft engines in or around the Premises other than for the purpose of taxiing or maneuvering aircraft to and from the Premises or in connection with authorized aircraft maintenance and repair on the Premises.

(M) Except as otherwise provided herein, Tenant shall not keep or store or permit to be kept or stored, aviation fuel on the Premises.

(N) Tenant shall not install, operate or maintain or allow the installation, operation or presence at the Premises of any public address system without the prior written approval of the Landlord and Ground Lessor.

(O) Tenant shall not fuel or defuel or allow the fueling or defueling of equipment in any enclosed portion of the Premises, except as provided in the Ground Lease.

Section 4.03 Non-Discrimination.

(A) Without limiting the generalities of any of the provisions of this Lease, as a part of the consideration hereof, Tenant hereby acknowledges, covenants and agrees as a covenant running with the land (1) that no person on the grounds of race, creed, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises by Tenant; (ii) that in the furnishing of services on the Premises by Tenant, no person on the grounds of race, creed, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (iii) that Tenant shall use the Premises, maintain and operate its facilities and provide its services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations orders or directions of the United States of America with respect thereto which from time to time may be applicable to Tenant's operations on the Premises, whether by reason of agreement between Landlord and/or Ground Lessor and the United States Government, or otherwise. Tenant shall indemnify and hold harmless Landlord and Ground Lessor from any claims and demands of third persons and the United States of America resulting from Tenant's non-compliance with the provisions of this Section 4.03 and Tenant shall reimburse Ground Lessor and Landlord for any loss or expense incurred by reason of such non-compliance.

(B) Tenant hereby agrees that Landlord and Ground Lessor shall have the right, but not the obligation, to take any such action as the United States of America may direct to enforce the covenants and agreements of this Section 4.03 or such other action as is otherwise provided herein.

ARTICLE 5.

TENANT'S COMPLIANCE WITH GROUND LEASE, RULES AND REGULATIONS

Section 5.01 Ground Lease.

(A) Landlord has furnished Tenant a true copy of the Ground Lease. By execution of this Lease, Tenant acknowledges receipt of such copy and agrees not to cause any breach of Landlord's covenants under the Ground Lease relating to Tenant's use and occupation of the Premises as same pertains to subtenants of Landlord. Tenant shall

indemnify Landlord against all actions, expenses, claims and demands made, suffered or sustained by the Landlord as a result of breach by the Tenant of the covenants as aforesaid.

(B) Without limiting the generality of any other term or provision hereof, Tenant hereby acknowledges and agrees as follows:

(1) This Lease is subject and subordinate to all of the terms, covenants, conditions, and provisions of the Ground Lease and the rights of the Ground Lessor thereunder, and the Basic Lease and the rights of Basic Lessor thereunder, and this Lease shall terminate and expire, on the earliest to occur of the termination of this Lease, as provided herein, or the termination of the Ground Lease as provided therein, or the termination of the Basic Lease as provided therein. Landlord shall use its best efforts to give reasonable notice of any such termination.

(2) Tenant shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, age or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E and that no person shall be excluded on the aforementioned grounds from participating in or receiving the services or benefits of any program or activity covered by 14 C.F.R. Part 152, Subpart E. Tenant shall require that its covered suborganizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

(3) This Lease is subject to the prior written approval and consent of Ground Lessor and such approval and consent is a condition precedent to the validity and effectiveness of this Lease.

Section 5.02 Landlord's Rules and Regulations. To facilitate the safe and orderly operation and care and cleanliness of the Premises and the Facility, Landlord may promulgate reasonable rules and regulations which shall not be inconsistent with the proper and rightful enjoyment of the Premises by Tenant and for the preservation of good order therein. Landlord shall also from time to time make reasonable amendments and additions to said rules and regulations. Tenant agrees that said rules and regulations shall be observed and performed by Tenant, its employees and agents, and Tenant further agrees that it shall not permit conduct in violation thereof by its invitees and licensees. All such rules and regulations hereafter to be established by Landlord shall form a part of this Lease as if now set forth at length herein. Any rules and regulations established by Landlord which are required by Ground Lessor shall be deemed reasonable and binding on Tenant.

Section 5.03 Compliance with Laws, Rules and Regulations. Tenant agrees to comply and cause its employees, agents, invitees and licensees to comply, with reasonable promptness after being advised thereof, with all rules, regulations, orders and directives, pertaining to the Airport, now in existence or hereafter promulgated by the Ground Lessor or

by any governmental authority or agency having jurisdiction thereover in the interest of health, safety, sanitation and good order at the Airport and the economic and efficient operation of the Airport and to cause its various tenants, invitees and licensees to comply with all present and future federal, state and municipal laws, statutes, ordinances and regulations hereafter enacted or promulgated, which may apply to the Airport or apply to or affect the use of the Premises and the Airport by Tenant. Tenant agrees to promptly make all nonstructural improvements, repairs and alterations to any and all facilities located in the Premises when required by law, ordinance, rule, order or regulation. Further, Tenant shall also comply and cause its employees, agents, invitees and licensees to comply with all valid and applicable rules, orders and regulations of (i) the police, health and fire departments, and (iii) the National Board of Fire Underwriters or similar organization for the prevention of fire or for the correction of unhealthy or hazardous conditions. Tenant shall procure from all governmental authorities having jurisdiction over the operations of Tenant hereunder all licenses, certificates, permits or other authorization which may be necessary for the conduct of such operations.

Section 5.04 Environmental Compliance Definitions.

(A) Hazardous Substances. As used below, "Hazardous Substances" shall mean any substances, or materials which are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation applicable to the Premises pertaining to environmental regulation, contamination, cleanup or disclosure, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), The Federal Water Pollution Control Act as now or hereafter amended, the Hazardous Materials Transportation Uniform Safety Act of 1990, as now or hereafter amended, and The Resource Conservation and Recovery Act, as now or hereafter amended ("RCRA").

(B) Hazardous Substance Laws. As used below, "Hazardous Substance Laws" shall mean any and all federal, state and local laws, ordinances, regulations and standards applicable to the Premises relating to the sale, generation, production, manufacture, refining, analysis, transportation, treatment, storage, handling, disposal or use of any Hazardous Substances or Hazardous Wastes.

(C) Hazardous Waste. As used below, "Hazardous Waste" shall mean any solid waste designated as hazardous waste or Hazardous Substance pursuant to any applicable state or local Hazardous Substance Laws, as now or hereafter amended, or as otherwise provided by federal or state law.

(D) Hazardous Substances or Wastes. As used below, "Hazardous Substances or Waste" shall mean Hazardous Substances, Hazardous Waste, or both.

(E) Environmental Laws. As used below, "Environmental Laws" shall mean all applicable federal, state or local statutes, laws, regulations or ordinances relating to

industrial hygiene, worker and community safety and protection of the environment including, but not limited to, Hazardous Substance Laws.

Section 5.05 Environmental Cleanup Responsibility Act. Tenant shall, at Tenant's own expense, comply with The Environmental Cleanup Responsibility Act, and all other applicable Environmental Laws and the regulations promulgated thereunder ("ECRA"). In this regard, Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the particular governmental agencies (the "Bureau"), including but not limited to, the New Jersey Department of Environmental Protection (NJDEP) and their successor bureaus and agencies, provided that Tenant shall, where feasible, permit Landlord to review such documents or affidavits prior to submission to the Bureau or NJDEP. Should the Bureau or any division of NJDEP require that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of Hazardous Substances or Waste at the Premises which occur during the Lease Term, then Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurance, and carry out the approved plans. Tenant's obligations hereunder shall arise if there is a cessation, termination, or transfer of Tenant's operations at the Premises pursuant to ECRA or any other applicable governmental law which requires any action, including any remediation action, or upon the occurrence of any other act, omission or event which subjects Tenant or Tenant's use to the requirements of ECRA, Tenant shall indemnify, defend and save Ground Lessor and Landlord harmless from fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with Tenant's failure to provide all information, make submissions and take all actions required by the Bureau, NJDEP or any division of NJDEP. Tenant's obligations and liabilities under this Section 5.05 shall continue so long as Tenant remains responsible for any spills or discharges of Hazardous Substances or Waste at the Premises which occur during the Lease Term. In no event shall Tenant have any responsibility for any spills, discharges or contamination that occurred prior to Tenant's Lease Term.

Section 5.06 Environmental Permits and Licenses. Tenant shall, at its own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required under any Environmental Laws for Tenant's use of the Premises.

Section 5.07 Handling of Hazardous Substances and Waste. Tenant shall cause any and all Hazardous Substances or Waste removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and waste. Tenant shall in all respects generate, manufacture, refine, transport, treat, store, handle, or dispose of any and all Hazardous Substances or Waste in, on, under, on about the Premises in conformity with all applicable Hazardous Substance Laws and prudent industry practices regarding management of such Hazardous Substances or Waste. Upon expiration or earlier termination of the Lease Term, Tenant shall cause all Hazardous Substances or Waste to be removed from the Premises (except such Hazardous Substances or Waste, if any, as were located on the Premises prior to the commencement of Tenant's

occupancy thereof) and to be transported for use, treatment, storage, or disposal in accordance and compliance with all applicable Hazardous Substance Laws; provided, however that Tenant shall not take any remedial action in response to the presence of any Hazardous Substances or Waste in, on or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with any party in respect of any claims relating to any Hazardous Substances or Waste in any way connected with the Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene, or otherwise appropriately assert and protect Landlord's interest with respect thereto.

Section 5.08 Environmental Damages: Notices. If at any time Tenant shall become aware, or has reasonable cause to believe, that, as a result of Tenant's actions, any Hazardous Substance or Waste has come to be located in, on or about the Premises other than in compliance with Hazardous Substance Laws, immediately upon discovering such presence or suspected presence of any Hazardous Substance or Waste, Tenant shall take the appropriate remedial steps under the circumstances to mitigate damage or prevent future harm. Additionally, Tenant shall give written notice of that condition to Landlord and notify the appropriate authorities as required by law. In addition, with respect to the Premises, Tenant shall notify Landlord immediately in writing of (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened against Tenant pursuant to any Hazardous Substance Law, (ii) any claim made or threatened by any person against Tenant relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Substances or Waste, and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Substances or Waste in, on or about, or removed from the Premises, including any inquiries, complaints, notices, warnings, or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all inquiries, claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises, or Tenant's use thereof. Upon written request of Landlord, Tenant shall deliver promptly to Landlord copies of manifests reflecting the legal and proper disposal of all Hazardous Substances or Waste removed from the Premises.

Section 5.09 Correspondence Regarding Environmental Laws. Tenant shall promptly provide Landlord with (i) all documentation and correspondence by and between Tenant and NJDEP and/or any Bureau, and (ii) any notices, correspondence and submissions made by Tenant to NJDEP and/or any Bureau, the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority which requires submission of any information concerning environmental matters or Hazardous Waste or Hazardous Substances, and any notices, correspondence, documents and directives received by Tenant from any of said agencies. This Section 5.09 applies only to the Premises.

Section 5.10 Indemnification by Tenant for Environmental Matters. Tenant shall indemnify and hold Landlord free and harmless from any and all liabilities, damages, claims, causes of action, costs or expenses, including reasonable attorneys' fees and the costs and expenses of investigating and defending any claims or proceedings against Landlord or any claims or proceedings for which Landlord may incur any liability, resulting from or attributable to the use, sale, generation, production, manufacture, treatment, handling, analysis, storage, transportation, or disposal of Hazardous Substances or Hazardous Waste or the violation of any and all Environmental Laws or the presence of any Hazardous Substances or Wastes on the Premises resulting from the business and operations of the Tenant conducted at the Premises from and after the Commencement Date of this Lease.

Section 5.11 Access to Premises. Tenant shall permit NJDEP, Ground Lessor, Landlord or any agent thereof to enter the Premises at any time for any purpose including, but not limited to the purpose of fulfilling that party's obligations under any Environmental Law including, without limitation, its obligation to treat existing conditions.

ARTICLE 6.

IMPROVEMENTS AND ALTERATIONS

Section 6.01 Improvements and Alterations. After possession of the Premises by Tenant pursuant to the terms of this Lease Tenant shall make no alterations, additions, or improvements in or to the Premises in excess of $100,000.00 or, without regard to cost, that change the nature or reduce the value of the improvements or the Premises or which are structural in nature without the prior written consent of Ground Lessor and Landlord, which consent of Landlord shall not be unreasonably withheld. All work shall be done in conformance with all applicable laws, rules, regulations and codes. Tenant shall secure any and all governmental permits required in connection with any such work. Unless otherwise provided in the Ground Lease or Basic Lease or waived by the Ground Lessor and Basic Lessor, all alterations, additions and improvements (except trade fixtures, appliances and equipment which shall not be deemed a part of the Premises) shall immediately become the property of Landlord without any obligation to pay Tenant therefor and shall not be removed by Tenant except as hereinafter provided: (i) Tenant shall not be required to remove any of the improvements installed pursuant to Section 1.02, and (ii) with respect to any improvements thereafter made, Tenant shall not be required to remove any improvements unless when giving its approval, Landlord designates same for removal. Upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord which shall be given at least ten (10) days prior to the end of the Lease Term, at Tenant's sole cost and expense, forthwith and with all due diligence remove any alterations, additions or improvements made by Tenant which are required to be removed as aforesaid and repair any damage to the Premises caused by such removal. Upon completion of any such alterations, additions or improvements, Tenant will provide Landlord "as built" plans reflecting the alterations, additions and/or improvements.

Section 6.02 Liens. Tenant agrees that it shall not create or permit to be created any lien against the Premises or any part thereof. Further, Tenant agrees that it shall not enter into any contracts of a type which would attempt to permit a lien or liens to become attached to the remainder interests of Ground Lessor in the Premises. At Landlord's request, Tenant shall furnish written proof of payment of any items which would or might constitute the basis for such a lien on the Premises if not paid, and if an item is being contested by Tenant, evidence reasonably satisfactory to the Landlord that Tenant is contesting the validity thereof in good faith and has the financial ability to discharge the debt if the matter is decided adversely to Tenant. Nothing herein or elsewhere in this Lease shall infer, and it is not intended, that the Landlord's leasehold title, or other interest in the Premises may in any manner whatsoever be subordinated to any lien or other encumbrance. In the event that any such lien is filed against the Premises or the Facility, or any portion thereof, or any interest therein, Tenant shall cause the same to be canceled or discharged of record by payment, bonding or otherwise within twenty (20) days of the filing thereof. In the event that any such lien is attached to the Premises, the Facility or any portion thereof or interest therein, and Tenant shall fail to obtain the cancellation or discharge of the same within the time period provided hereinabove, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same, and any amount paid by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as additional rent.

ARTICLE 7.

INDEMNITY

Section 7.01 Indemnity. Tenant agrees that Landlord shall not be liable for injury to any person, or for the loss of, or for the damage to, any property (including property of Tenant) occurring in or about the Premises from any cause whatsoever, except for Landlord's negligence or willful misconduct or the negligence or willful misconduct of its officers, directors, agents, servants or employees. Tenant hereby indemnifies and holds Landlord harmless from and against same and agrees to defend Landlord against any and all claims, charges, liabilities, obligations, penalties damages, costs and expenses (including reasonable attorney's fees) arising, claimed, charged, or incurred against or by Landlord from any matter or thing arising from Tenant's use of the Premises, the conduct of its business or from any activity, work or things done, permitted, or suffered by the Tenant in or about the Premises. Tenant shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part, or arising from any act or negligence of Tenant, or any officer, agent, or employee of Tenant, and from all costs, reasonable attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of such claim Tenant shall defend the same at Tenant's sole expense by counsel reasonably satisfactory to Landlord. The indemnification provided in this section shall survive any

termination or expiration of this Lease. Without limiting the generality of the above, Landlord and its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises, or from pipes, appliances or plumbing works therein or from the roots, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence or willful misconduct of Landlord, its officers, directors, agents, servants or employees. Tenant shall give prompt notice to Landlord in case of casualties or accidents on the Premises. Notwithstanding anything to the contrary contained in this Section 7.01 or elsewhere in this Agreement, in no event shall Tenant be obligated to indemnify or defend Landlord, its officers, directors, agents, servants or employees against any claims, charges, demands, obligations, penalties, costs, expenses, liabilities, losses or damages caused by the negligence or willful misconduct of Landlord, its officers, directors, agents, servants or employees.

ARTICLE 8.

INSURANCE

Section 8.01 Insurance. Tenant shall, at its own expense, maintain at all times during the Lease Term an adequate comprehensive general liability insurance with an insurance company or companies licensed to do business in the State of New Jersey, with a Best rating of A-VIII or better and acceptable to Ground Lessor and Landlord with minimum Combined Single Limit Coverage of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00) (including, but not limited to, premises operations, products liability and warehousemen's legal liability covering bodily injury, including death, and property damage liability, the foregoing not to contain care, custody or control exclusions or any exclusions for bodily injury to or sickness, disease or death of any employee of Tenant) to insure Landlord, Tenant and Ground Lessor against any such claims, demands, losses, damages, liabilities and expenses. Tenant shall, at its own expense, also maintain at all times during the Lease Term (a)insurance covering its furniture, fixtures, equipment and inventory against, fire and all risks covered by standard extended coverage endorsement in an amount equal to the greater of (i) FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or (ii) the full insurable replacement value thereof, (b) Worker's Compensation insurance as required by law, and (c) comprehensive automobile liability insurance covering all owned, non-owned and hired motor vehicles and including automatic coverage for newly acquired vehicles with a Combined Single Limit of not less than FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00). Landlord and Ground Lessor shall be named as Additional Insureds in all of said policies referred to in this Section 8.01 to the extent of their interests under Section 7.01 hereof, and Landlord and Ground Lessor shall each be furnished with a copy of a certificate evidencing such policy or policies of insurance which shall bear an endorsement that same shall not be canceled, terminated, modified or materially changed without thirty (30) days prior written notice to Ground Lessor and Landlord. Said policy or policies shall provide or contain an endorsement providing that the protections afforded the

Tenant thereunder with respect to any claim or action against Tenant by a third party shall pertain and apply with like effect with respect to any claim or action against Tenant by the Ground Lessor, without limiting or affecting the protections afforded the Ground Lessor as an additional insured, and the protection afforded the Ground Lessor thereunder with respect to any claim or action against Ground Lessor by a third party shall pertain and apply with like effect with respect to any claim or action against Ground Lessor, by the Tenant. If aircraft liability insurance becomes commercially available to Tenant, Tenant shall also obtain and maintain same hereunder with coverage in the minimum amounts then required by Ground Lessor. If Tenant fails to maintain any insurance provided for herein, Landlord may (but is not obligated to) maintain the same on behalf of Tenant, and any premiums paid by Landlord shall be deemed additional rent and shall be due on the payment date of the next installment of Base Rent hereunder.

Section 8.02 Waiver of Right of Recovery. Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss in or about the Premises from perils insured against under their respective insurance policies including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided that this section shall be inapplicable if it would have the effect, but only to the extent that it would have such effect, of invalidating any insurance coverage of Landlord or Tenant.

Section 8.03 Certificates of Insurance. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant under the provisions of this Lease shall be delivered to Landlord and Ground Lessor at least fifteen (15) days prior to the Commencement Date of the Lease and thereafter, at time of policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Lease. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

ARTICLE 9.

COMMON AREAS

Section 9.01 Control of Common Areas by Landlord. Landlord shall at all times have the exclusive control and management of the common areas which shall include but not be limited to, all vehicle parking areas, access roads, driveways, entrances, washrooms, sidewalks, landscaped areas, exterior stairways, and other areas, improvements and facilities provided by Landlord from time to time for the general use of tenants of the Facility, their officers, agents, employees and invitees; provided, however, such common areas shall not include any of the aircraft apron areas which service either the Facility or the Premises. Landlord shall provide Tenant with a detailed drawing of these common areas within sixty

(60) days from the date hereof. Landlord reserves the right to modify, add to and/or delete portions of the common areas provided, however, that no modification, addition or deletion of common areas shall result in increased costs to Tenant or materially adversely affect Tenant's conduct of business or use of the Premises. Landlord shall have the right from time to time to establish, modify and enforce reasonable nondiscriminatory rules and regulations for use of the common areas not inconsistent with the terms of this Sub-Lease Agreement, police the common areas and facilities, permit maintenance and other required activities and to close temporarily all or any portion of the parking areas or facilities to prevent the accrual of any rights in any person or the public to such areas.

Section 9.02 License. All common areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license. If the amount of such areas or facilities be diminished or changed, such diminution or change shall not be deemed constructive or actual eviction, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent.

ARTICLE 10.

ASSIGNMENT OR SUBLEASE

Section 10.01 No Assignment or Sublease by Tenant. Tenant shall not assign, sublease, mortgage, sell and lease back, hypothecate, or transfer this Lease, or any interest therein, nor shall this Lease or any interest therein be assignable or transferable by operation of law or by any process or proceeding of any court or other agency, board or tribunal without first obtaining the prior written consent of the Ground Lessor and without also first obtaining the prior written consent of Landlord, which consent of Landlord shall not be unreasonably withheld. In the event Tenant obtains the consent of the Ground Lessor, Landlord shall be deemed to have given its consent. The transfer of control of a majority of the issued and outstanding capital stock of any corporate tenant or subtenant, however accomplished, and whether in a single transaction or in a series of transactions, will be an assignment of this Lease or of a sublease requiring prior written consent in each instance except as to any corporate tenant or subtenant whose shares are traded on a nationally recognized securities exchange. Landlord and Tenant hereby agree that:

(i) Landlord shall be provided with at least thirty (30) days' written notice prior to any proposed assignment or subletting; and

(ii) In the event of an assignment Tenant shall remain primarily liable under this lease if Landlord so requests.

Neither the consent by Landlord to any of the foregoing, nor any references in this Lease to subtenants, concessionaires or licensees, shall be construed to relieve Tenant from obtaining the express written consent of Landlord to any further act which is prohibited

herein, nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant, after default by Tenant, be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as Tenant or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed.

Tenant shall pay to Landlord any expense or cost imposed by Ground Lessor for the processing of any request for assignment to the extent such cost or expense is imposed by the Ground Lease.

Section 10.02 Assignment by Landlord. Landlord shall not assign or otherwise transfer its interest hereunder and/or in the Premises or any portion thereof without the prior written consent of Tenant, which consent shall not be unreasonably withheld or delayed. The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners of the Premises at the time in question, and in the event of any transfer or transfers of the title thereto, Landlord herein named (and in the case of any subsequent transfer or conveyance the then transferor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, provided that any funds in the hands of such Landlord or the then transferor at the time of such transfer, in which Tenant has an interest, shall be turned over to such transferee, and further provided that any such transferee expressly assumes the covenants and obligations on the part of Landlord contained in this Lease thereafter to be performed. The covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect to their respective successive period of ownership, except as may be expressly otherwise stated in this Lease. Any estate, right, title or interest of Landlord assigned hereunder may be assigned in like manner by any assignee thereof.

ARTICLE 11.

TAXES AND UTILITIES

Section 11.01 Taxes. Tenant shall pay or cause to be paid before delinquency personal property taxes. If at any time during the term of this Lease Tenant's personal property is assessed as part of the real property of which the Premises are a part, or otherwise assessed against Landlord or Ground Lessor or Basic Lessor, Tenant shall pay to Landlord upon demand, as rent in addition to the Base Rent, the amount of such additional taxes as may be levied against said real property, Landlord, Ground Lessor or Basic Lessor by reason thereof. For the purpose of determining said amount, the determination by the City of Newark Tax Assessor as to amount so assessed shall be conclusive.

Section 11.02 Utilities. Tenant shall pay throughout the term of this Lease for all charges which are separately metered or otherwise charged to the Premises for utilities including, but not limited to, electricity, heat, oil, gas, water, sewage, garbage, disposal, telephone and telegraph. Tenant shall also provide its own janitorial services, replacement of light bulbs and tubes and all washroom and toilet supplies. If any such services are not separately metered or charged to Tenant, Tenant shall pay, upon receipt of a bill from Landlord, its pro rata share of the cost for such services, determined according to the ratio that the cargo operations area of the Premises bears to the total rentable cargo operations area of the Facility, as this adjusts from time to time.

ARTICLE 12.

REPAIR AND MAINTENANCE

Section 12.01 Repair and Maintenance by Tenant. Tenant shall at all times throughout the term of the Lease, at its sole cost and expense, keep the Premises (including, without limitation, the exterior doors and entrances, all windows and molding and trim of all doors and windows, and all fixtures in the Premises, the interior of the Premises and all other parts of the Premises) as well as any mechanical, utility, electrical, fire protection alarm and sprinkler systems exclusively serving the Premises, in good order, condition and repair. Without limiting the general requirements contained herein, Tenant shall keep the glass of all windows and doors clean and presentable, and at reasonable intervals, paint or refinish the interior of the Premises and keep same free from uncleanliness or obstruction. Tenant shall give Landlord or its agents prompt written notice of any accident to or defects in the plumbing systems, electrical systems, and heating and air conditioning systems. Any damage to same resulting from misuse, acts or omissions of Tenant, its employees, agents, or invitees shall be repaired by Landlord at Tenant's sole cost. With respect to any of the repair and maintenance items set forth in this Section 12.01 hereinabove, Landlord may, at its option, after 30 days notice to Tenant and Tenant's failure to repair (except in emergency situations where notice shall not be required but shall be given as practical) make such repairs, and Tenant shall pay to Landlord upon demand, as additional rent hereunder, the cost of such repairs, together with a reasonable allowance for Landlord's overhead costs attributable to such repairs and maintenance.

Section 12.02 Repair and Maintenance by Landlord. Landlord shall at all times throughout the term of the Lease keep the common areas referenced in Section 9.01 hereof maintained and in a sound state of repair, with Tenant paying its pro-rata cost of such maintenance and repair to the extent provided in Section 3.02 herein. Landlord shall at all times throughout the term of this Lease, maintain and keep the exterior walls, roof, foundations and building structure of the Premises and the building of which the Premises is a part in a sound state of repair and shall promptly accomplish such maintenance and repairs as may be needed at no cost to Tenant. Tenant shall immediately inform Landlord of any necessary repairs, but shall make no such repairs without Landlord's prior written consent unless such repairs are of an emergency nature. Landlord shall make such repairs to the

common areas referenced in Section 9.01 hereof and the exterior walls, roof, foundations and building structure using commercially reasonable efforts to diminish disruption of Tenant's business. Landlord shall have the right, without liability, to enter the Premises for the purpose of inspection or making those repairs required under this Section 12.02 or under Section 12.01 hereinabove. The Landlord, its officers, directors, agents, servants, employees or management company shall not be liable for any personal injury or property damage nor for loss of or interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of said Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface nor from any other place nor by dampness except to the extent caused by or due to the negligence or willful misconduct of the Landlord, its officers, directors, agents, servants, employees, or management company; nor shall the Landlord or its agents, servants, employees, or management company be liable for any damage caused by other tenants or persons in said building, except to the extent caused by the negligence or willful misconduct of Landlord, its officers, directors, agents, servants, employees or management company. However, any such repair required due to the negligent act of Tenant or its agents, employees or contractors shall be paid for by Tenant immediately upon receipt of a bill for such repairs from Landlord.

Section 12.03 Surrender of Premises. At the expiration or sooner termination of this Lease, Tenant shall return the Premises to Landlord in the same condition as the Premises existed at the commencement of this Lease reasonable wear and tear excepted (or, if altered by Landlord or Tenant with Landlord's consent, then the Premises shall be returned in such altered condition) except that (i) Tenant shall not be required to remove any of the improvements installed pursuant to Section 1.02, and (ii) with respect to any improvements thereafter made, Tenant shall not be required to remove any improvements unless, when giving its approval, Landlord designates them for removal. Tenant shall remove all trade fixtures, appliances and equipment which do not become a part of the Premises together with those alterations which Landlord has designated to be removed. Tenant shall restore the Premises to the original condition existing prior to the installation of said items. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease.

Section 12.04 Acceptance of Premises. By entry thereon and payment of the first rent due, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair provided, however, that such acceptance shall not relieve Landlord of any liability for latent defects or punchlist items.

Section 12.05 Entry for Repairs and Inspection. Tenant covenants and agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Premises at all reasonable hours to inspect the same, make repairs, alterations or additions thereto, to conduct pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus, fire alarm and smoke detector systems and any other fire protective systems which constitute a part of the Premises, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided however, that Landlord agrees not to unreasonably interfere with Tenant's business operations in connection with any such entry.

ARTICLE 13.

DEFAULT AND REENTRY

Section 13.01 Time is of the essence of this Lease. In the event any of the following events occur:

(1) Tenant fails to pay Landlord any installment of rent or other payments required under Article 3 hereof or any other payment required under the provisions of this Lease within ten (10) days following receipt of written notice from Landlord of such failure; or

(2) The Premises are deserted or vacated by Tenant for a period of six (6) months without prior written consent of Landlord, and same causes or will cause after the passage of time a default under the Ground Lease; or

(3) A voluntary petition in bankruptcy is filed by Tenant under any chapter of the Bankruptcy Code, 11 U.S.C. Paragraph 101 et seq., or Tenant makes an assignment for the benefit of creditors, or becomes insolvent; or

(4) There shall be an involuntary bankruptcy or receivership petition filed with respect to Tenant, or any attachment, execution or other judicial seizure of, or affecting, the properties and assets of Tenant, or affecting the Premises, or any part thereof, unless Tenant causes such petition to be dismissed, or dissolves, bonds against, or otherwise eliminates such attachment, execution or seizure within thirty (30) days of its occurrence; or

(5) Tenant shall default in the observance or performance of any term, covenant (including, without limitation, the covenant to provide an estoppel certificate as required by Section 17.03 of this Lease), condition or provision of this Lease.

THEN, AND IN ANY ONE OR MORE OF SUCH EVENTS, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the absolute right, at its election, after thirty (30) days written notice or demand to Tenant of such default (except no additional notice shall be required in the event of a default set forth in (1) above) and Tenant's failure to cure same within such thirty (30) days, or in the event such cure cannot be accomplished within thirty (30) days, such longer period as it may require to accomplish the cure provided Tenant has commenced the cure within thirty (30) days after notice and is diligently and continuously pursuing the cure to completion, to exercise any one or more of the following remedies:

(A) Landlord may terminate the term of this Lease and forthwith repossess the Premises and be entitled to recover forthwith as damages, a sum of (i) all rents and other indebtedness accrued to the date of such termination; (ii) the cost of recovering the Premises; (iii) the cost of removing and storing Tenant's and any other occupant's property located therein; (iv) the cost of reletting the Premises (including, without limitation, brokerage commissions); (v) the cost of collecting such amounts from Tenant hereunder; and (vi) if a

sufficient sum shall not be realized from any reletting to satisfy the rent (including all additional rent) provided for in this Lease to be paid, then Tenant shall pay to Landlord, at the time each rental payment is due under the Lease, the difference between the rental due under this Lease and the amount obtained from the reletting (however, if there has not been a reletting, Tenant shall continue to pay the full rental due). If upon such reentry there remains any personal property of Tenant or any other person upon the Premises, the Landlord may, but is without obligation to do so, remove such personal property and hold it for the owner thereof or place the same in a public garage or warehouse, all at the expense and risk of the owner thereof, and Tenant shall reimburse Landlord for any expenses incurred in connection with such removal and storage. Landlord shall have the right to sell such stored property provided it has given Tenant not less than thirty (30) days prior written notice of such intended sale. The proceeds of such sale shall be applied first to the cost of sale, second to payment of storage charges, third to payment of any other amounts then due from Tenant to Landlord and the balance, if any, shall be paid to Tenant.

(B) Landlord may terminate Tenant's right of possession (but not the Lease) and may repossess the Premises by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease in which event Landlord shall use reasonable efforts to re-let the Premises for the account of Tenant in order to mitigate damages. If a sufficient sum shall not be realized from such reletting to satisfy the rent (including all additional rent) provided for in this Lease to be paid, then Tenant shall pay to Landlord, at the time each rental payment is due, the difference between the rental due under this Lease and the amount obtained from the reletting. Landlord shall also be entitled to recover forthwith as damages, a sum of (i) all rents (including all additional rent) and other indebtedness accrued to the date of such termination, (ii) the cost of recovering the Premises, (iii) the cost of removing and storing Tenant's and any other occupant's property located therein, (iv) the cost of reletting the Premises (including, without limitation, brokerage commissions), and (v) the cost of collecting such amounts from Tenant hereunder. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this subparagraph (b) from time to time, and that no delivery or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord, nor shall such reletting be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at such time thereafter elect to terminate this Lease for such previous breach.

(C) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord upon demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(D) The parties hereto expressly agree that Landlord shall use reasonable efforts to relet the Premises to mitigate damages caused by Tenant's breach hereunder or the occurrence of any event set forth in this Article 13, however, any inability to relet shall not

relieve Tenant of any obligations thereunder. Reasonable efforts to relet shall not require Landlord to relet the Premises before renting any other vacant space at the Facility. Upon reletting, sums received from such new tenant by Landlord shall be applied first to payment of all costs incident to reletting, including, but not limited to, legal and brokerage fees and other costs set forth in (A) and (B) above, and any excess shall then be applied to the payment of rents due and unpaid. The balance, if any, shall be applied against the deficiency between all amounts reserved hereunder and sums to be received by Landlord on reletting. In no event shall Tenant be entitled to any excess rentals obtained by Landlord upon such reletting.

(E) Tenant hereby waives any right of redemption under any present or future laws.

(F) All sums due hereunder shall bear interest at the lesser of (i) 15% per annum or (ii) the maximum legal rate.

(G) The remedies herein granted Landlord are cumulative and are not restricted to those granted by law. The mention in this Lease of any specific right or remedy shall not preclude Landlord from exercising any other right or remedy or from maintaining any action to which it may otherwise be entitled, either at law or in equity at any time. The failure of Landlord to insist in any one or more instances upon the strict performance of any covenant of this Lease, or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord hereunder shall be deemed to be anything but payment on account, and the acceptance by Landlord of such a lesser amount whether by check with an endorsement or statement thereon, or by an accompanying letter or otherwise that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's rights to recover the balance due or pursue any of Landlord's other remedies hereunder.

Section 13.02 Landlord represents and warrants to Tenant that Landlord's obligations for maintenance of the common areas and the roof and structural elements are subject to adequate reserve accounts deposited with Landlord's Lender for the benefit of the Facility and same is a requirement of the Landlord's Lender.

Notwithstanding the above, should Landlord fail to perform any of its obligations under this Lease within thirty (30) days after notice by Tenant of such failure to perform, Tenant may abate Base Rent, additional rent and all other payments under this Lease if Tenant is unable to perform all or any portion of its cargo operations. Such Base Rent, additional rent and any other payments may be abated only in proportion to the cargo operations which may not be performed compared to the cargo operations which would have been performed had Tenant not been prevented from performing same by the failure of Landlord to perform its obligation. Such abatement shall cease upon Landlord's cure. Further, if after the aforestated 30 day notice the failure continues, the effect of which

prevents Tenant from performing all or any portion of its cargo operations or adversely impacts the economic feasibility of such operations for a period of ninety (90) consecutive days, then Tenant shall have the right to terminate this Lease.

ARTICLE 14.

CONDEMNATION

Section 14.01 Permanent Taking. If the Premises or any portion thereof are taken by condemnation or under the power of eminent domain, or sold by Landlord under threat of the exercise of said power or pursuant to any applicable provision of the Ground Lease and the Ground Lease, with respect to the Premises or any portion thereof, is terminated pursuant to the provisions thereof, (all of which is hereafter referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date the Tenant is deprived of physical possession thereof or the date of such taking, whichever first occurs. In such event, Base Rent, additional rental and all other payments due under this Lease shall be apportioned and paid by Tenant to the date of such termination. In the event this Lease is terminated as to only part of the Premises, it shall remain in full force and effect as to the portion of the Premises remaining, with the rent reduced proportionally to the reduction in floor area of the Premises. In the event of a condemnation of less than all of the Premises, Tenant may terminate this Lease within sixty (60) days of the condemnation, if, and only if, based on commercially reasonable standards such condemnation is determined to materially affect the economic feasibility of the continued operation of Tenant's business in the remaining portion of the Premises.

Section 14.02 Temporary Taking. If the Premises or any portion thereof are taken by condemnation or under the power of eminent domain for an indefinite period of time or for a term terminable at will or at sufferance or for a term measured by a war or an emergency or other contingency or for a fixed term expiring prior to the expiration of this Lease, this Lease shall remain in full force and effect, except to the extent Tenant may be prevented from doing so by the terms of the Ground Lease, and the Tenant shall continue to pay all Base Rent, additional rent and other charges payable by Tenant hereunder without any reduction or abatement, but the Tenant shall have the right to claim, and in the event of an award shall be entitled to retain, the amount which may be awarded as damages or paid as a result of the temporary taking of all or any portion of the Premises, consistent with the Ground Lease and the following sentence. However, if such period exceeds 60 days, the Base Rent, additional rent and other charges shall abate in proportion to the area unusable from the 61st day until the area is again available for use. Tenant may, at its option, terminate this Lease after 120 consecutive days, if, and only if, based on commercially reasonable standards, the condemnation materially affects the economic feasibility of the continued operation of Tenant's business in the remaining portion of the Premises.

INITIAL

Section 14.03 Awards. Subject to the provisions of the Ground Lease and except as provided in this Lease, all awards for the taking of any part of the Premises or any payment made under threat of exercise of power of eminent domain or pursuant to any applicable provision of the Ground Lease shall be the sole property of Landlord, pursuant to the

provisions of the Ground Lease whether made as compensation for diminution in value of the leasehold or for the taking of the fee, severance damages or any other costs. Neither Landlord nor Ground Lessor shall have any liability whatsoever to Tenant for said condemnation. Tenant, may however, claim from the condemning authority as a separate claim or otherwise, any loss, cost or expense it may sustain for loss of its leasehold improvements, trade fixtures and personal property as well as any claim for moving expenses.

ARTICLE 15.

CASUALTY

In the event the Premises are damaged or destroyed in whole or in part, Landlord shall restore the Premises with due diligence, in accordance with the provisions of the Ground Lease, and this Lease shall continue in full force and effect. In the event such damage or destruction renders all or a portion of the Premises untenantable, the Base Rent, additional rental and any other charge payable by Tenant hereunder shall be abated proportionately from the date of such damage or destruction until restored (or until this Lease is terminated as provided below). In the event the Ground Lessor does not require Landlord to restore the Premises and Landlord elects not to restore the Premises, Landlord may terminate this Lease upon notice to Tenant and both Landlord and Tenant shall be relieved of any obligations accruing after the termination date (except those obligations which are stated to survive the term of the Lease) set forth in the notice. If Landlord elects to terminate this Lease, Landlord shall notify Tenant of such election within 60 days of the damage. If the Premises is not restored within 6 months of the damage, Tenant may terminate this Lease upon notice to Landlord at any time prior to completion of the restoration provided, however, that Tenant may not exercise this termination right so long as Landlord has commenced restoration of the Premises within sixty (60) days of the occurrence of such damage, and is diligently prosecuting the same to completion. On or before such termination date, Tenant will vacate the premises and remove all its personal effects.

ARTICLE 16.

INABILITY TO PERFORM

This Lease and the obligation of Tenant to pay Base Rent, additional rent and the other charges payable by Tenant hereunder and to perform all of the other covenants and agreements set forth herein shall in no event be affected, impaired or excused because either the Ground Lessor or the Landlord is unable to supply, or is delayed in supplying, any service to be supplied by Ground Lessor under the Ground Lease or Landlord under this Lease or is unable to make, or is delayed in making, any repairs if either the Ground Lessor or Landlord is prevented or delayed from so doing by reason of strikes or labor troubles or for any cause beyond the control of Ground Lessor or Landlord, including, but not limited to, governmental preemption in connection with a National Emergency, or by reason of any

rule, order or regulation of any department or subdivision of any other government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, however if such interruption continues for more than sixty (60) days such that Tenant cannot operate its business in the Premises then rent abates until the earlier of Tenant's commencement of operations in the Premises or the date the repair is made and/or the service is again supplied.

ARTICLE 17.

SUBORDINATION AND ESTOPPEL

Section 17.01 Subordination. This Lease is subject and subordinate to the Ground Lease and the Basic Lease. This Lease is also subject and hereby subordinate to all present mortgages, security deeds and security assignments and security agreements, deeds of trust and other encumbrances affecting the Premises or the leasehold created by this Lease or the property described in Exhibit "B" of which the Premises are a part. This Lease will also be subject and subordinate to any and all future mortgages and deeds of trust, security deeds, security assignments, and security agreements that may affect the Premises (other than those granted by Tenant or any successor or assigns of Tenant) or the property described in Exhibit "B" of which the Premises are a part or the leasehold created by this Lease provided the holder of such future mortgage, deed of trust, security deed, security assignment or security agreement executes an agreement that such subordination shall not affect the Tenant's right to possession, use and occupancy of the Premises in accordance with this Lease so long as and provided Tenant is not in default under any term, condition, covenant or provision of this Lease. This Lease is also subject and subordinate to all present easements. Simultaneously herewith, Landlord, Tenant and Ground Lessor are entering into a Subordination, Non-Disturbance and Attornment Agreement. Tenant will, upon Landlord's request, execute such instruments as may be requested or required from time to time to subordinate or further evidence the subordination of the rights and interest of Tenant under this Lease to the lien of any mortgage or security deed or security assignment or security agreement or deed of trust which may at any time be placed upon the land of which the Premises are a part or on the Premises or on the leasehold created by this Lease; provided, however, such subordination shall not affect the Tenant's right to possession, use and occupancy of the Premises so long as and provided Tenant is not in default under any term, condition, covenant or provision of this Lease. The holder of any mortgage, deed of trust, security deed, security assignment, and security agreement to which this Lease is subordinate or to which this Lease is or has been made subordinate may unilaterally make the deed, assignment, mortgage, or agreement subordinate to this Lease by document so stating and so executed by such holder and recorded in the Register's Office of Essex County, New Jersey or sent to the Tenant.

Section 17.02 Attornment. Tenant agrees that any such subordination agreement will contain a provision satisfactory to Landlord's lender whereby Tenant will agree, in the event of foreclosure of any such mortgage or deed of trust, to attorn to and recognize as its Landlord under the terms of this Lease said lender, any purchaser of the Leasehold at a foreclosure sale, or their successors or assigns.

Section 17.03 Estoppel Certificate. At any time and from time to time, Tenant agrees that it will, within twenty (20) days after receipt of a request therefor, execute and deliver to Landlord, Landlord's lender, proposed lender, any transferee or assignee of Landlord's interest in this Lease or proposed transferee or assignee, or to the Ground Lessor, an estoppel certificate in the form attached hereto and made a part hereof as Exhibit "E".

Section 17.04 Notice to Mortgagee. Tenant agrees to give any present or future mortgagee, or to any present or future security deed, assignment or agreement holder and grantee of a deed of trust, of the Premises or the property described in Exhibit "B" of which the Premises are a part, or of the leasehold created by this Lease who has notified Tenant of such interest and has provided Tenant with an address for notices, a copy of any notice of default served upon Landlord by Tenant. Tenant further agrees that if Landlord shall have failed to cure such default within the ninety (90) day period described in Section 13.02 of this Lease, and if the mortgagee, grantee, holder or assignee has notified Tenant in writing prior to the expiration of such ninety (90) day period of its intent to cure such default, then any such mortgagee, grantee, holder or assignee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such time, then such additional period of time as may be necessary to cure such default if within such thirty (30) days the mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, in which event this Lease shall not be terminated while such remedies are being so diligently pursued. If the default has not been so cured by such Mortgagee within 6 months after Landlord's receipt of Tenant's notice of the default, Tenant may terminate this Lease if the effect of such default is to prevent Tenant from performing all or any portion of its cargo operations in the Premises, or if such default adversely impacts the economic feasibility of such operations. In addition, after 30 days of Landlord's receipt of Tenant's notice of default and Landlord's failure to cure, Tenant may abate Base Rent, additional rent and all other payments under this Lease if Tenant is unable to perform all or any portion of its cargo operations. Such Base Rent, additional rent and other payments may be abated only in proportion to the cargo operations which may not be performed compared to the cargo operations which would have been performed had Tenant not been prevented from performing same by the failure of Landlord to cure the default. Such abatement shall cease upon Landlord's cure of the default.

ARTICLE 18.

SIGNS

Section 18.01 Signs. Subject to the prior written approval of Landlord and Ground Lessor, Tenant may install and maintain signs in and on the Premises identifying it and its operations; provided, however, that all such signs shall conform to all applicable laws, codes, ordinances and governmental and state aviation regulatory agency regulations and requirements as to design, placement, erection, repair and maintenance and the prior written approval of Landlord and Ground Lessor shall include approval as to content, color, size, design and location. Tenant shall erect no advertising material at the Airport outside the Premises without the prior written

consent of Ground Lessor. Interior signs affecting public safety and security shall be in accordance with the established standards of the Ground Lessor.

ARTICLE 19.

QUIET ENJOYMENT

Landlord agrees that, upon payment of rental and performance of all covenants and agreements on the part of Tenant to be performed hereunder and subject to all terms and provisions of this Lease, Tenant shall peaceably have and enjoy the Premises and all rights and privileges granted herein free of disturbance by anyone claiming under or through Landlord or by the Ground Lessor on account of a default by Landlord in paying the rent under the Ground Lease. More particularly, Tenant agrees that temporary inconveniences, including as illustration and not limitation, such occurrences as noise, disturbance, traffic detours caused or associated with Airport or Facility operations as well as those caused by or associated with the construction of Airport improvements or actions of the United States government shall not constitute a breach of this paragraph.

ARTICLE 20.

SURRENDER OF PREMISES

At the expiration or sooner termination of this Lease, Tenant shall promptly surrender possession of the Premises to Landlord in good condition and repair subject to reasonable wear and tear and to the other provisions in the Lease and shall deliver to Landlord all keys that it may have to any and all parts of the Premises and the Facility.

ARTICLE 21.

[There is no Article 21]

ARTICLE 22.

NOTICES

Notices shall be sent by certified, registered or express mail or overnight courier to the following respective addresses:

LANDLORD:

AIRIS NEWARK, L.L.C.
646 Kentucky Street
Scottdale, Georgia 30079

Attention: Mr. David C. Garrett, III
President

with a copy to:

Sales, Goodloe & Golden LLP
One Peachtree Center, Suite 4320
303 Peachtree Street
Atlanta, GA 30308
Attention: Mr. Stephen H. Goodloe, Esq.

TENANT:

Delta Air Lines, Inc.
1030 Delta Blvd., Dept. 881
Atlanta, Georgia 30320
Attention: John W. Boatright
V.P. - Properties and Facilities

with a copy to:

Delta Air Lines, Inc.
1030 Delta Blvd., Dept. 759
Atlanta, Georgia 30320
Attention: Tom Larywon,
Director of Cargo Customer Service

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by certified or registered mail shall be deemed to have been given two (2) business days following date of mailing and notices sent by express mail or overnight delivery shall be deemed to have been given one (1) business day following the date of mailing.

ARTICLE 23.

PARKING

Section 23.01 Parking. Landlord shall make available to Tenant parking spaces totaling not less than twenty-five (25) parking spaces, located in the surface parking lot to be constructed at the Facility in the approximate location shown on Exhibit "A". Tenant shall pay Nine Thousand and no/100 dollars ($9,000.00) per year for such spaces, commencing on the Commencement Date, payable in advance in twelve equal monthly installments on the Base Rent due dates. The monthly charge per parking space is subject to increase annually over the amount paid in the prior year by using the same formula, the same Inflation Factors and the CPI as provided in Section 3.01 for the increases in the Base Rent, except of course,

the monthly charge for a parking space is used in such computations instead of a Base Rent number. Tenant shall have the non-exclusive use of these parking spaces during the Lease Term. Landlord may make, modify and enforce reasonable rules and regulations relating to the parking of cars and trucks in such parking areas. To the extent Landlord can make available additional parking spaces for Tenant's incidental requirements, such space will be made available at the then, current applicable rates which Tenant shall pay to Landlord if Tenant desires to use such spaces.

ARTICLE 24.

[There is no Article 24]

ARTICLE 25.

[There is no Article 25]

ARTICLE 26.

[There is no Article 26]

ARTICLE 27.

[There is no Article 27]

ARTICLE 28.

MISCELLANEOUS

Section 28.01 Easements. Tenant acknowledges that the Premises are subject to easements reserved by the applicable public utilities for water mains and other utilities and the right to operate, repair, maintain, construct, reconstruct and alter said utility lines and construct new and additional lines within said easement areas. Tenant agrees to release Ground Lessor and Landlord from any and all liability of every kind and nature resulting from the exercise by said public utilities of their rights under said retained easements. Upon Tenant's request, Landlord will provide a site plan indicating the location of such easements.

Section 28.02 Access to and Entry Upon Premises. (A) In addition to all other rights of access permitted herein, Landlord, its employees, agents, and contractors, shall have the right to enter the Premises at any time to examine same upon twenty-four (24) hours prior notice (except in emergency where no notice is required), and to show the Premises to prospective purchasers and tenants (but only during the last nine (9) months of the Lease

Term with respect to prospective tenants), insurance representatives, mortgagees and such other persons who have a legitimate and appropriate interest in viewing the Premises, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided, however, Landlord agrees not to unreasonably interfere with Tenant's business operations in connection with any such entry. If Tenant is not present to permit entry and entry is necessary, Landlord may, in case of emergency, forcibly enter Premises without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of inspection or repair of the Premises or Facility of which the Premises are a part except as otherwise specifically provided herein.

(B) The Ground Lessor, its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting the same, or observing the performance by the Tenant of its obligations hereunder, pursuant to the Ground Lease, and for the doing of any act or thing which the Ground Lessor may be obligated or have the right to do under the Ground Lease, or otherwise.

Section 28.03 Interest on Overdue Amounts. If any installment of rent or other sum due from Tenant is not received by Landlord or its designee within thirty (30) days after such amount is due, Tenant shall pay to Landlord interest at the lesser of 15% per annum or the highest rate allowed by law from the date due until paid. Acceptance of such interest by Landlord shall in no event constitute a waiver of Tenant's default, if any, with respect to such overdue amount, nor prevent Landlord from exercising any other rights granted herein. Any sum due under this Lease
that does not specify the date due, shall be due upon Tenant's receipt of a bill for same from Landlord.

Section 28.04 Waiver; Remedies Non-Exclusive. The failure of Landlord or Tenant to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any right herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any covenant, condition or right, but the same shall be and remain in full force and effect. All rights and remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other right or remedy available to the Landlord or to the Tenant at law or in equity, and the exercise of any right or remedy, or the existence herein of other rights or remedies, shall not prevent the exercise of any other right or remedy.

Section 28.05 Captions. The captions in this Lease are for convenience only and do not in any manner limit or amplify the provisions of this Lease.

Section 28.06 Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

Section 28.07 Entire Agreement. IT IS EXPRESSLY AGREED BY LANDLORD AND TENANT, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE (TOGETHER WITH THE WRITTEN EXTRINSIC DOCUMENTS TO WHICH SPECIFIC REFERENCE IS MADE IN THIS LEASE) IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR TO THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. NO MODIFICATION OR AMENDMENT OF THIS LEASE SHALL BE VALID OR EFFECTIVE UNLESS EVIDENCED BY AN AGREEMENT IN WRITING.

Section 28.08 Intentionally Omitted.

Section 28.09 Construction. This Lease shall be deemed to be made in and construed in accordance with the laws of the State of Georgia.

Section 28.10 Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease in accordance with appropriate corporate authorization. Said corporate tenant, within fifteen (15) days after execution of this Lease, shall deliver to Landlord a certified copy of a resolution of its Board of Directors authorizing or ratifying the execution of same.

Section 28.11 Joint and Several Liability. If Tenant consists of more than one person or entity, all terms, covenants and conditions contained in the Lease shall be deemed to be the joint and several responsibility of each party, and all rights and remedies of the Landlord shall be cumulative and nonexclusive of any other remedy at law or in equity.

Section 28.12 Costs and Attorneys' Fees. In any action or litigation by Landlord or Tenant for recovery of any sum due under this Lease, or to enforce any of the terms, covenants or conditions contained herein, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements incurred in such action. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Section 28.13 Lease Subject to Consent of Ground Lessor. The parties hereto recognize and agree that this Lease shall not become effective until approved by the Ground Lessor. In connection with obtaining such approval, Tenant agrees to provide to the Ground Lessor such information as may be required by the Ground Lessor in considering a request for its approval of this Lease.

Section 28.14 Successors and Assigns. Subject to Article X hereof, all of the covenants, conditions and agreements of this Lease shall extend to and bind the successors and assigns of their respective parties thereto.

Section 28.15 Intentionally Omitted.

Section 28.16 Time of the Essence. Time is of the essence in this Lease.

Section 28.17 Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. In addition to any other conditions to the effectiveness of this Lease set forth herein, this Lease shall not become effective until fully executed by, and delivered to, both Landlord and Tenant.

Section 28.18 Exhibits. All exhibits referred to herein and any exhibits which may be referred to in any amendment hereto are by such reference incorporated herein and shall be deemed a part of this Lease as fully as if set forth herein. The following numbered or lettered exhibits are attached hereto and made a part hereof for all purposes:

Exhibit "A" - Leased Premises
Exhibit "B" - Legal Description of Land
Exhibit "C" - Form of Confirmation of Term of Lease
Exhibit "D" - Ground Lease
Exhibit "E" - Form of Estoppel Certificate
Exhibit "F" - Subordination Nondisturbance Attornment and Consent Agreement
Exhibit "G" - Facility Outline Specifications

IN WITNESS WHEREOF the parties have executed this Lease as of the date first stated above.

LANDLORD: AIRIS NEWARK, L.L.C.	TENANT: DELTA AIR LINES, INC.
a Georgia limited liability company	a Delaware corporation
By: David C. Garrett III	By:
Name: David C. Garrett III	Name: John W. Boatright
Title: President	Title: Vice President Properties & Facilities
[Corporate Seal]	[Corporate Seal]

EXHIBIT "B"

THE GROUND LEASE LAND

ALL THAT CERTAIN TRACT, PARCEL AND LOT OF LAND LYING AND BEING SITUATE IN THE CITY OF NEWARK, COUNTY OF ESSEX, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FIRST TRACT (SUBLEASE TO AIRIS NEWARK, LLC, A GEORGIA LIMITED LIABILITY COMPANY)

BEGINNING AT A POINT WITHIN NEWARK INTERNATIONAL AIRPORT HAVING NEW JERSEY STATE PLANE COORDINATE (NAD-27) VALUE OF N 683,073.17' E 2,139,617.95', SAID POINT BEING THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF U.S. ROUTE 1&9 WITH THE SOUTHWESTERLY LINE OF PORT STREET, SAID POINT OF INTERSECTION HAVING NEW JERSEY STATE PLANE COORDINATE (NAD-27) VALUE OF N 683,137.28' E 2,140,080.00',

(A) SOUTH 87 DEGREES 53 MINUTES 32 SECONDS EAST 459.38 FEET ALONG THE SOUTHERLY LINE OF U.S. ROUTE 1&9 TO A POINT, THENCE

(B) SOUTH 02 DEGREES 06 MINUTES 28 SECONDS WEST 81.06 FEET TO THE POINT OF BEGINNING AND RUNNING; THENCE

(1) SOUTH 02 DEGREES 06 MINUTES 56 SECONDS WEST 1016.18 FEET TO A POINT; THENCE

(2) SOUTH 16 DEGREES 58 MINUTES 09 SECONDS WEST 346.44 FEET TO A POINT; THENCE

(3) SOUTH 36 DEGREES 39 MINUTES 42 SECONDS WEST 295.11 FEET TO A POINT; THENCE

(4) NORTH 85 DEGREES 20 MINUTES 18 SECONDS WEST 430.00 FEET TO A POINT; THENCE

(5) NORTH 02 DEGREES 07 MINUTES 14 SECONDS EAST 523.15 FEET TO A POINT; THENCE

(6) NORTH 87 DEGREES 52 MINUTES 46 SECONDS WEST 200.00 FEET TO A POINT; THENCE

(7) NORTH 02 DEGREES 07 MINUTES 14 SECONDS EAST 140.00 FEET TO A POINT OF CURVATURE; THENCE

(8) NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 155.00 FEET, FOR AN ARC LENGTH OF 146.80 FEET TO A POINT OF TANGENCY; THENCE

(9) NORTH 56 DEGREES 23 MINUTES 06 SECONDS EAST 361.22 FEET TO A POINT; THENCE

(10) NORTH 27 DEGREES 11 MINUTES 52 SECONDS EAST 66.00 FEET TO A POINT; THENCE

(11) NORTH 02 DEGREES 06 MINUTES 56 SECONDS EAST 392.05 FEET TO A POINT; THENCE

(12) SOUTH 87 DEGREES 53 MINUTES 04 SECONDS EAST 65.78 FEET TO A POINT; THENCE

(13) NORTH 02 DEGREES 06 MINUTES 56 SECONDS EAST 55.00 FEET TO A POINT; THENCE

(14) NORTH 55 DEGREES 31 MINUTES 37 SECONDS WEST 18.68 FEET TO A POINT; THENCE

(15) NORTH 02 DEGREES 06 MINUTES 56 SECONDS EAST 59.87 FEET TO A POINT; THENCE

(16) SOUTH 87 DEGREES 59 MINUTES 39 SECONDS EAST 141.24 FEET TO A POINT OF CURVATURE; THENCE

(17) EASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,944.69 FEET, FOR AN ARC LENGTH OF 24.44 FEET TO A POINT OF TANGENCY; THENCE

(18) SOUTH 87 DEGREES 31 MINUTES 07 SECONDS EAST 284.31 FEET TO A POINT, THE POINT AND PLACE OF BEGINNING.

SUBJECT TO A 40 FOOT WIDE ACCESS ROAD EASEMENT ADJACENT TO AND WEST OF THE FIRST COURSE OF THE ABOVE DESCRIBED LEASE PARCEL, CONTAINING 21,166 SQUARE FEET.

SUBJECT TO A FIRE LANE EASEMENT ADJACENT TO AND EAST OF A PORTION OF THE TENTH AND THE ELEVENTH COURSES OF THE ABOVE DESCRIBED LEASE PARCEL, CONTAINING 16,139 SQUARE FEET.

SUBJECT TO AN ACCESS EASEMENT ADJACENT TO AND SOUTHEAST OF A PORTION OF THE TENTH COURSE OF THE ABOVE DESCRIBED LEASE PARCEL, CONTAINING 1,109 SQUARE FEET.

SUBJECT TO A RUNWAY PROTECTION ZONE.

SUBJECT TO A BUILDING LIMIT LINE.

TOGETHER WITH AN ACCESS EASEMENT ADJACENT TO AND NORTHWEST OF THE NINTH, TENTH AND A PORTION OF THE ELEVENTH COURSES OF THE ABOVE DESCRIBED LEASE PARCEL, CONTAINING 11,432 SQUARE FEET.

SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS AND AGREEMENTS OF RECORD.

DEED DESCRIPTION REFERS TO MAP ENTITLED, "LOCATION SURVEY-PROPOSED LEASE PARCEL-NEWARK INTERNATIONAL AIRPORT," PREPARED BY JOHN ZANETAKOS ASSOCIATES, INC., DATED AUGUST 1, 1996.

EXHIBIT "C"

CONFIRMATION OF TERM OF LEASE

This Confirmation of Term of Lease is made as of _____, 19__, between AIRIS NEWARK, L.L.C., a Georgia limited liability company ("Landlord") and _____ _____, a _____ ("Tenant"), who in consideration of the matters set forth herein mutually agree as follows:

1. Landlord and Tenant entered into a Lease Agreement (the "Lease") dated _____, 19 , pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises (the "Premises") consisting of approximately - square feet of gross rentable area of _____ space, approximately____ square feet of gross rentable area of _____ space and approximately ____ square feet of gross rentable area of _____ area located in and on the air cargo facility situated on the tract or parcel of land described in Exhibit "A" attached hereto.

2. Pursuant to Section 2.01 of the Lease, Landlord and Tenant have agreed to confirm the commencement and expiration dates of the Lease Term, and Landlord and Tenant do hereby confirm same as follows:

A. _____ is the Commencement Date of the Lease term; and

B. _____ is the Expiration Date of the Lease term;

3. Tenant represents and certifies that:

A. It has accepted possession of the Premises as provided in the Lease;

B. The _____ and other improvements and space required to be furnished by Landlord under the Lease have been furnished;

C. Landlord has fulfilled all of its duties of an inducement nature;

D. The Lease has not been modified, altered or amended except as follows:

E. There are no set-offs or credits against rent or other amounts payable under the Lease, and no security deposit has been paid except as provided by the Lease; and

F. The Lease is in full force and effect, enforceable in accordance with its terms.

4. The provisions of this Confirmation of Term of Lease shall inure to the benefit, or bind, as the case may require, the parties and their respective successors and assigns, subject to the restrictions on assignment and subleasing contained in the Lease.

5. All terms used, but not defined, herein shall have the same meaning ascribed to them in the Lease.

EXECUTED by the undersigned duly authorized representatives of the parties hereto effective as of the date first stated above.

LANDLORD:

AIRIS NEWARK, L.L.C.,
a Georgia limited liability company

By:_____
Name:_____
Title:_____

[Corporate Seal]

TENANT:

Delta Air Lines, Inc.
a Delaware corporation

By:_____
Name:_____
Title:_____

[Corporate Seal]

EXHIBIT "D"

GROUND LEASE

EXHIBIT "E"

ESTOPPEL CERTIFICATE

Tenant: _____

Landlord: _____

Premises: - square feet of gross rentable area of _____ space, - square feet of gross rentable area of _____ space and ___ square feet of gross rentable area of _____ area located at _____

Lease: - Lease Agreement dated _____, 19__, by and between Landlord and Tenant and covering the Premises.

In order to induce [Lender to make a mortgage loan to Landlord secured by a lien on Landlord's interest in the real property and improvements in which the Premises are situated and an assignment by Landlord to Lender of the Landlord's interest in the captioned Lease] Purchaser to purchase the Landlord's interest in the real property and improvements in which the Premises are situated, which purchase includes an assignment from Landlord to Purchaser of Landlord's interest in the captioned Lease], Tenant makes the following statements and agreements with the intention that Landlord and [Lender/Purchaser] may fully rely thereon:

1. Tenant hereby certifies as true and correct the following statements:

(a) The copy of the Lease Agreement attached hereto as Exhibit "A" and made a part hereof for all purposes is a true, correct and complete copy of the Lease Agreement (and all exhibits and addenda thereto) between Landlord and Tenant with respect to the space described in the Lease and the Lease has not been modified or amended in any manner or respect. Such Lease Agreement (and all exhibits and addenda thereto) constitutes the entire and complete understanding and agreement between Landlord and Tenant with respect to the space covered thereby.

(b) The Lease is presently in full force and effect.

(c) As of the date hereof, to the best of the parties' knowledge, neither Landlord nor Tenant is in default under the terms and conditions of the Lease.

(d) Tenant has not prepaid any rent or made a security deposit except as specifically set forth in the Lease.

(e) There are no offsets, defenses or counterclaims with respect to the payment of rent reserved under the Lease or in the performance of the other terms, covenants and conditions of the Lease on the part of Tenant or Landlord, as the case may be, to be performed.

(f) Tenant is in possession of the Premises, has occupied the Premises continually since _____, 19__, and has accepted the Premises. Landlord has complied fully and completely with all of Landlord's covenants, warranties and other undertakings and obligations under the Lease to this date, with the result that Tenant is fully obligated to pay the Base Rent (as such term is defined in the Lease) and other charges due under the Lease and is fully obligated to perform, and is performing, all of the obligations of Tenant under the Lease, without any right of counterclaim, offset or defense.

(g) The Commencement Date (as such term is defined in the Lease) is _____, 19__. Pursuant to the provisions of the Lease, as currently in effect, the primary term of the Lease will expire on _____ 19__.

(h) Base Rent (as such term is defined in Section 3.01 of the Lease) under the Lease has been paid in full through _____, 19__.

(i) Tenant has not assigned, mortgaged, or encumbered all or any part of its interest under the Lease.

2. [FOR LENDER ESTOPPEL] Tenant hereby acknowledges that the Landlord's interest in the Lease has been or is to be assigned to Lender pursuant to an [Assignment of Leases and Rents] from Landlord to Lender and agrees that, from and, after the date hereof: (i) without the prior written consent of Lender it will not (a) modify, extend or in any manner alter the terms of the Lease; (b) pay the rent or any other sums becoming due under the term of the Lease more than one (1) month in advance; and (c) accept Landlord's waiver of, or release from, the performance of any obligations under the Lease; and (ii) Tenant will furnish to Lender copies of all notices of default sent to Landlord under the Lease. Said notices shall be sent to Lender by registered or certified mail at the address shown above, or to such other address as may be designated by Lender from time to time. Tenant agrees that if Landlord shall have failed to cure such default within the time provided for in the Lease, then Lender shall have an additional fifteen (15) days within which to cure such default or if such default cannot be cured within such time, then such additional period of time as may be necessary to cure such default if within such fifteen (15) days Lender has commenced and is diligently pursuing the remedies necessary to cure such default, in which event Tenant shall not take any action to terminate this Lease while such remedies are being so diligently pursued.

3. As used herein, the terms "Tenant", "Landlord", and "[Lender/Purchaser]" shall mean the persons hereinabove named as such, and their respective heirs, personal representatives, successors and assigns.

4. The undersigned is duly authorized to execute this instrument on behalf of Tenant.

5. All terms used, but not defined herein, shall have the same meaning ascribed to them in the Lease.

EXECUTED this ___ day of _____, 19

"TENANT":

a _____

By:_____
Name:_____
Title:_____

Airis Development Group

A Preliminary Project Proposal

Newark International Airport

Delta Air Lines, Inc.

Facility Outline Specifications (Revision 3)

The Facility Outline Specifications contained herein are preliminary, but they are indicative of the proposed project quality assumed in the financial modeling the International Air Cargo Center (IACC) project. Certain material finishes are described for financial referencing only and should be considered by the PANYNJ as hypothetical and subject to its redefinition.

Scope of Work

The work includes the development of a 22 acre site that partially occupies the old North Passenger Terminal facility (Building 88) in the north sector of Newark International Airport (EWR). When the two-phased project is completed, the IACC will provide approximately 293,000 square feet of specialized air cargo facility. Environmental assessments of existing soils condition, asbestos removal (Building 88), underground fuel storage tank removal, and transformer removal have been made part of the work scope and all such assessments have been completed. Essential improvements to the property include the removal of the existing North Terminal building and the selective placement of asphaltic concrete in areas left void after the building's removal. The sitework will rely on existing grading and will take the stormwater runoff into the existing storm system. The building will be a pile-supported structure on wooden piles driven to bedrock or to bearing capacity, which appears to be approximately 25 to 30 feet below grade level. On top of the pile structure will be a concrete floor system that will maintain flatness throughout the life of the facility. On the pile-supported foundation and floor slab, a custom lightweight long-span steel frame structure will be erected, varying approximately from 20 to 24 feet clear height inside and with separate office structures. The exterior of the building will be made of durable materials, precast concrete and insulated metal panel with 20-year finish. The roof of the building will incorporate clerestory features for daylight admission. The building will be topped with a mechanically fastened single ply membrane roof. Airport site security will be provided by FAA approved fencing. Landscaping will be introduced to the north of the building structure adjacent to the parking area fronting Brewster Road and in parking or traffic islands. All such areas are sufficiently remote from the aircraft ramp areas so as not to constitute FOD hazards.

Phase 2 Project Data:

Cargo Operations Area	57,300 SF
Office Area	23,700 SF
Total Building Area	81,000 SF

1.0 General Conditions

a. **Codes and Standards**. Conform to New Jersey State Building Code, City of Newark Building Code, Port Authority of NY & NJ Rules and Regulations, National Fire Protection Association, American Disabilities Act, American National Standards Institute and American Standards Institute and American Society of Testing Materials. Additional material and additional standards are referenced in the technical sections found herein.

b. **Construction Procedures**. Conform to all Port Authority standards, haul routes, aircraft safety and security provisions as required.

c. **Submittals**. Submittals of all shop drawings, all samples and testing procedures will be required.

d. **Site Security**. Provide, in accordance with the latest FAA Standards, aircraft ramp area security during construction term.

2.0 Site Development

a. **Base Building Standard Provisions (in base rates):**

1. **Building Utilities**. It is assumed that the Port Authority will bring utilities adequate for this project scope immediately adjacent to the site. Extend fire protection water, domestic water, gas supply and sanitary sewer within 5 feet of the building. Run roof stormwater drain to the stormwater system.

2. **GSE Area Stormwater Runoff**. The design and construction will be based on positive drainage contours that will discharge stormwater into the existing stormwater system.

3. **GSE Pavement**. Provide a wearing surface consisting of 6" densely graded aggregate base course, with a 3" macadam course, and with a 2" asphaltic concrete top course in all airside areas designated as GSE Area.

4. **Truck Pavement**. Provide asphaltic concrete with a dense graded aggregate as required by local conditions. A concrete curb reinforced for resistance to large truck impact will be provided. A concrete dolly pad will be provided at dock area.

5. **Automotive Vehicular Pavements**. Provide 1" surface course over 2" asphaltic concrete binder course with a 6" crushed stone subbase (type A-P) where required.

6. **Landscaping**. Provide evergreen and deciduous tree cover in vehicle parking areas, ground cover in selected island areas, as well as appropriate planting in site peripheral area in accordance with Port Authority standards. All landscape areas shall be irrigated.

3.0 Building Envelope

a. Base Building Standard Provisions (in base rates):

1. **Foundation System**. The building shall be supported on timber piles to a depth determined by a soils engineer. The cargo floor slab shall be reinforced as required. The joints between individual slabs shall be filled with a semi-rigid epoxy sealant. The slab thickness in the cargo area will be 6 ½" thick and support 300 PSF loading.

2. **Structural Framing System**. Provide a steel column and truss/joist system over the large open span areas. Truss/joists shall be custom-designed and manufactured as pre-engineered steel members and be above the zone of fireproofing. Office areas shall be steel-framed rolled sections with concrete floor slab in a composite system. All structural work will be fireproofed as required by local codes and applicable standards. Roof area will consist of 3" roof decking spanning between joists. Rigid insulation and single ply roof membrane will be placed over metal decking in flat-roof areas with a R-20 rating in cargo and office roof areas.

3. **Exterior Wall System**. At the base perimeter of the cargo building to a height approximately to the top of the overhead door openings provide mechanically fastened precast concrete wall panels at a 7-inch thickness. Panels shall be designed with either galvanized or epoxy-coated reinforcement to transmit loads to subframing system and to prevent staining over the life of the panel. Above concrete panel system to the roofline, provide an insulated metal panel system with integral sub-girt framing system. Panel shall have a 20-year Kynar or equal finish. Alternatively, if aesthetics and durability demand, additional precast may be used in lieu of metal panels. End walls at office areas shall be full-height precast concrete panels with 6'x6' double-glazed openings. Canopies shall be provided over all truck docks at landside and over airside overhead door openings. The wall system shall be fully insulated in compliance with applicable energy codes.

4. **Elastomeric Roofing**. At flat roof areas, provide single-ply elastomeric roofing system. Provide integral curb and roof penetration attachments coordinated with system construction. Roof area shall be drained via area drains and emergency scuppers with internal downspouts where applicable.

5. **Door Systems**. Provide overhead doors for cargo handling on the airside, for cargo handling on the landside and for individual personnel use.

   - Airside: Provide automatic overhead roll-up insulated doors with vision panels. Doors to be 20 feet wide by 16 feet high. Door shall be insulated. Allow two such doors per tenant space.

   - Landside (Truck Dock): Provide electrically operated overhead-insulated roll-up or section doors with vision panels, in combination with security grill doors. Doors shall measure 10' x 10' with 9' exterior wall openings.

   - Personnel Doors (Cargo Area): Provide insulated painted hollow metal entrance and exit doors measuring 3'4"W x 7'H.

- Personnel Doors (Office Area): Provide aluminum and glass entry doors at appropriate lobby/public entry points, and hollow metal (painted) doors at service points.

- Hardware: All doors shall be key-operated for security and exit doors shall be alarmed to control unauthorized use.

4.0 Interior Finishes

a. Base-Building Standard Provisions (in base rates):

1. **Floor Slab at Grade.** Provide powered smooth steel trowel finish with floor sealer. Sealer shall be clear. Floor slabs shall be placed to a flatness according to ACI specifications.

2. **Inside Face, Exterior Wall in Cargo Area.** Provide precast concrete panels on subframing system supported by the structural frame.

3. **Ceiling of High-Bay Cargo Areas.** Structural framing areas exposed to view shall be shop painted with field touch-up. Metal deck shall be galvanized.

4. **Office Areas.** Walls separating office areas from cargo areas shall have concrete block wainscot painted, approximately 4-feet high with vision glass above. Demising wall between the public entry area and the tenant spaces shall be 8-inch concrete block, painted. Floor finish shall be industrial grade VCT in high traffic areas with quarry tile in lobby areas only. Ceiling system in public or lobby areas shall be suspended with 2x4 "lay in" acoustical tile. Ceiling suspension system shall conform to local seismic standards

5. **Specialty Dock Equipment.** Heavy-duty (35,000 pound) hydraulic operated, manually controlled adjustable dock boards shall be provided for each truck dock door not receiving special scissor-lift or drive-in ramp improvements. Dock board assembly shall be integrally cast-in-place into the grade beam and floor slab system. Control panels for the operation of doors, grills, levelers, and dock lights shall be included. Dock seals and truck restraints will be provided.

6. **Cooler Room.** An insulated cooler panel assembly complete with walls, ceiling, doors, lighting, and an integral refrigeration package unit to maintain a 35° environment shall be included. The approximate dimension shall be 10' x 20'.

7. **Special Storage Provisions.** Provision shall be made for special storage requirements in the following areas:

   - High Value Pallets: Lockable chain-link storage/10 positions.
   - High Value Loose: Lockable chain-link storage/ space for 30 bins.
   - Valuable Cargo Room: 10'x10' CMU (concrete filled cells) room with heavy-duty steel door and lock set.

8. **Compactor/Chipper Room.** At a location to be determined within the building perimeter, space shall be provided for a compactor to manage waste disposal and material recycling requirements. Compactor Room shall have an overhead door to the exterior to allow removal of the container and shall be equipped with overhead outdoor sprinkler system. A mechanical chipper shall be accommodated by the building design. Tenant's vendors shall provide such compactor and chipper.

9. **Cargo Floor Locker/Toilet/Break Room.** Provision shall be made to construct facilities suitable to service Delta's cargo floor operation personnel. It is assumed that such facilities shall service up to 50 personnel (40M/10W) in a three-shift mode. Lockers, showers (1 each in restrooms), and toilet accommodations shall be provided with a break room suitable to seat 15 personnel at a time with allowances for 3 vending machines (by others) and for a minor food preparation (microwave, sink, etc.) area. The break room could double as a training room.

c. **Building-Standard Office Provisions:**

1. **Tenant Office Space Finishes.** All non-public office areas shall be finished with full-height (floor-to-ceiling) dry wall partitions, doors with heavy duty hardware, carpeted floor coverings with 4" vinyl base, suspended 2'x4' acoustical ceilings and window coverings. Partitions shall be allotted for three (3) 10' x 12' offices/conference room. It is contemplated that the remainder of the office area shall utilize open space planning with moveable partitions to be supplied by Delta. Hollow metal doors, door frames, and hardware shall be allotted on a 1 unit per 50 LF of partition basis. Floor coverings are allotted on a $20 SY installed basis.

2. **Partition finishes.** All standard interior partitions shall be painted.

3. **Special Electrical, HVAC and Communications Provisions.** Communication conduits from panel boards to ceiling plenum areas shall be provided. An allowance for convenience electrical outlets at 1 per 40 SF and 10 computer outlets, along with 4 dedicated 110v circuits per shall be included. Conduit only shall be provided to airside doors as well as to all doors linking the office and cargo areas.

5.0 Specialty Items

a. **Base Building Standard (included in base rates):**

1. **Truck Dock Bumpers, Seals and Restraints at Landside.** Provide dense neoprene/ rubber truck dock bumpers and DOT approved restraints integrally cast in place at each dock location. Docks shall be equipped with compressible collars on 3 sides.

2. **Elevators.** Provide hydraulic elevators as shown. Elevator shall have standard passenger accommodation freight cab, 2,500 lb. capacity at 100-feet fpm operating speed. Elevator shall be equal to Dover or Schindler.

3. **Entrance Mats.** Provide aluminum entrance mat assemblies at public entrance points.

4. **Finish Hardware.** For exterior doors; provide for each single door two pair of stainless steel hinges with non-removable pins, with lock set that will accept state-of-the-art lock security card or key systems if requested by tenant or required by applicable regulating. All exterior doors shall have heavy-duty closers with hold-open feature. Designated exit door shall have panic-bar equipment with thumb latch inside and key cylinder outside. For interior hollow metal doors, provide one and one-half pair hinges with stainless steel pins with heavy-duty lock set.

5. **Toilet Partitions.** Male and female toilet rooms shall be equipped with metal toilet partitions, floor-mounted, with baked-enamel or laminate colored finish.

6. **Graphic Systems.** Provide one (1) large exterior site sign for tenant identification. Dock locations and interior directional, room and structural grid identification graphics shall be provided. All signage graphics and size shall be in accordance with Port Authority standards. Include all egress identification as required by applicable building codes. Other exterior signage shall be at Delta's expense. *The truck canopy fascia is electrified to receive lighted tenant* directional signage.

7. **Protective Bollards.** Provide 6" diameter concrete filled steel pipe bollards at jambs of all exterior openings. Each bollard shall extend 48" above finish floor height and shall have its own foundation.

6.0 Fire Protection

Base Building Standard (included in base rate):

A complete hydraulically designed wet sprinkler system conforming to NFPA 101 standards shall be provided for the cargo and mezzanine areas. Incidental dry sprinkler systems in such ancillary spaces as the waste compactor room and other areas subject to possible freezing shall be provided. The fire system design will treat the building as a single entity with a dual source of supply and with zoning that will, as is practical, match the tenant occupancy spaces. The fire system alarm signals will be connected to the Port Authority Police Station

7.0 Domestic Water Drain/Vent System

Base Building Standard (included in base rate):

Provide potable and service water to tenant spaces and to specialty use areas, if any. The system shall be complete with sanitary drain and vent transfer to atmosphere. The system will be laid out to have individual metering to provide supplementary or miscellaneous uses.

8.0 Natural Gas

Base Building Standard (included in base rate):

Provide individual gas service to tenant spaces individually metered to provide

supplementary or miscellaneous uses. Cargo area shall be radiant heated at door opening areas and in manned areas as designated by Delta and designed to maintain a minimum of 50° interior temperature in the cargo area.

9.0 Ventilation/Heating

Base Building Standard (included in base rate):

Provide mechanical ventilation in all cargo areas. The fan system will be designed to draw the air across the short dimension of the cargo space and to provide 6 air changes per hour. Air conditioning is not planned for the cargo spaces. The ventilation fan system will be tied into the fire control monitoring system. Local radiant heating at truck door openings will be provided.

10.0 Air Conditioning

Base Building Standard (included in base rate):

All tenant office areas that require air conditioning will be accommodated by the use of roof mounted package units. The units will be sized according to tenant demands and will be electrically driven. Electric power for air conditioning will be drawn through the tenant's meter. Roof units will be placed on a curbed platform located above roof level. All roof units will be designed with economizer systems.

11.0 Electrical Service

a. **Base Building Standard (included in base rate):**

1. **Primary Service.** Primary incoming service to the project shall be brought to the building from utility corridors along the service road at the northwestern site boundary. Incoming service will be dual three phase, four wire supply and each circuit is available to serve the new cargo building and is automatically transferred to the alternate upon loss of primary power (if available in the project sector of the airport). Electrical service to individual tenant spaces will be at the secondary voltage of 277/480 volts three phase, four wire, grounded wye. The electrical system will provide adequate service for all intended equipment, and HVAC service as designated within this exhibit document. Electrical system will be designed for an electrical load of 3 Watts PSF in office area and 1.5 Watts PSF in the cargo area.

2. **Electrical Gear.** Tenant spaces shall be equipped with a circuit transformer cabinet, meter and distribution gear at or near an exterior wall. Electrical distribution for lighting and HVAC is provided. Within the tenant office space a complete system of wiring to distribute power from panel boards to function areas shall be provided. Power distribution in the cargo area shall be to panel boards only.

3. **Lighting Systems.** A complete system of lighting fixtures and related hardware raceways will be provided for building illumination. High bay lighting in the cargo areas will be color corrected metal halide. Lighting for office areas will be 2 x 4 T8 fluorescent fixtures with

electronic ballast; some incandescent lighting is planned for display or decorative purposes in public areas only. All required exit signs will be circuited to a building common system. Foot-candle levels in the spaces will be selected in accordance with the recommendation of the Illumination Engineer Society. For purposes of this proposal 30 FC/SF will be provided in the cargo areas and 50 FC/SF in the office areas. Airside ramp lighting shall be provided to accomplish 2 to 5 FC/SF at cargo service zones. Non-critical areas shall be illuminated at an average of 1 FC/SF. Lighting controls for all interior and exterior systems to be approved by Delta. Include battery backup system for emergency egress lighting and exit signs.

4. **Communications**. The tenant spaces will contain a conduit "rough-in" to ceiling plenums for tenant supplied telephone communications systems in office areas.

5. **Fire Alarm System**. A building wide zone fire alarm system will be provided which that will consist of manual and automatic detection devices. Manual pull stations will be located in occupied spaces, at exits and other locations required by code. Automatic detection device, smoke and thermal detectors will be installed in unoccupied or semi-occupied spaces such as storage, mechanical, electrical and cargo staging areas. Smoke and thermal detectors will be located in the HVAC system. Battery back up will be provided. The system will report to the Airport designated emergency services. Such system shall conform to NFPA and ADA standards.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 10th day of April, 2001, before me, the subscriber, a notary public of New York, personally appeared Thomas A. O'Malley the Asst. Secretary of **THE PORT AUTHORITY OF NEW YORK AND NEWJERSEY**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

(notarial seal and stamp)

LINDA C. HANDEL
Notary Public, State of New York
No. 01HA6035589
Qualified in New York County
Commission Expires January 3, 2002

STATE OF GEORGIA)
) ss.
COUNTY OF DEKALB)

On this 15 day of JANUARY, 2001, before me, the subscriber, a NOTARY PUBLIC personally appeared DAVID C. GARRETT III the _____ President of **AIRIS NEWARK, L.L.C.** who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

(notarial seal and stamp)

Notary Public, Gwinnett County, Georgia
My Commission Expires April 2, 2004

STATE OF Georgia)
) ss.
COUNTY OF Cobb)

On this 21st day of March, 2001, before me, the subscriber, a Notary public of Georgia personally appeared John W. Boatright the Vice President of **DELTA AIR LINES, INC.**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

(notarial seal and stamp)

Notary Public, Cobb County, Georgia
My Commission Expires February 15, 2003

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE LESSEE AND SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Lease No. ANA-884
Newark International Airport

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT AGREEMENT, dated as of December 8, 2000, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and AIRIS NEWARK, L.L.C. (hereinafter called the "Lessee") and GATEWAY CARGO SERVICE CENTER, L.P. (hereinafter called the "Sublessee"),

WITNESSETH, That:

WHEREAS, the Port Authority leased to the Lessee and the Lessee hired and took from the Port Authority certain premises (hereinafter called the "Premises") at Newark International Airport (hereinafter called "the Airport") as described in a certain agreement of lease made effective and dated as of July 1, 1996, and identified by Port Authority Lease No. ANA-884 (said agreement of lease, as the same may have been or may hereafter be supplemented and amended, being hereinafter called "the Lease"); and

WHEREAS, the Lessee has requested the consent of the Port Authority to a proposed sublease agreement (a copy of which is attached hereto, hereby made a part hereof, and hereinafter called the "Sublease") between the Lessee and the Sublessee made as of April 25, 2000;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of April 25, 2000, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding any provision of the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Lessee or the Sublessee on the earlier to occur of the day preceding the date of expiration or

earlier termination of the Lease or the Sublease, or such earlier date for the expiration or termination of the Sublease as the Lessee and the Sublessee may agree upon. The Sublessee shall quit the premises and remove its property for which it is responsible therefrom on or before termination of the Sublease.

3. If the Lessee shall at any time be in default under the Lease, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent Agreement, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. (a) Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring any rights, powers or privileges to the Sublessee as may be provided by the Sublease if not granted to the Lessee under the Lease, nor shall they impair or affect any of the duties, liabilities and obligations imposed on the Lessee under the Lease. The Sublease is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the Sublease shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. It is the intention of the Port Authority hereunder merely to permit the exercise of the Lessee's rights and privileges thereunder by the Sublessee (to the extent permitted by the Lease and this Consent Agreement). The specific mention of or reference to the Port Authority in any part of the Sublease, including without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall in all respects be controlling, effective and determinative.

(b) No provisions of the Sublease, including but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering action which may be undertaken by the Lessee or the Sublessee, including but not limited to, those involving signs, construction, insurance, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this Consent to specific matters and provisions as contained in the Sublease shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) With respect to this Consent Agreement, the Lessee and the Sublessee understand and agree that although the Lessee is permitted under the Lease to perform services and functions for itself the Lessee may not and is expressly prohibited from performing any services or functions at the Airport for the Sublessee (even though the Lessee may perform the same for itself pursuant to the Lease) which are performed by organizations at the Airport authorized by permit from the Port Authority to perform such services or functions, unless the Lessee is specifically authorized by permit to perform such services or functions for other aircraft operators at the Airport and the Premises and in such event said services and functions shall be performed pursuant thereto. The Lessee, however, may make the necessary arrangements with the authorized organizations performing such services or functions at the Airport to have such services or functions performed for the Sublessee by such organizations or the Sublessee may perform such services and functions itself.

5. The Sublessee, in its operations under and in connection with the Sublease and its use and occupancy of the Premises, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Lease to the extent that such obligations relate to the portion of the Premises covered by the Sublease.

6. Without in any wise affecting the obligations of the Lessee under the Lease and under this Consent Agreement and notwithstanding the terms and provisions of the Sublease (but without limiting the rights and duties of the Lessee and the Sublessee as between themselves), the parties agree as follows:

(a) With respect to the sublet premises, the Sublessee shall make repairs and replacements as if it were the Lessee under the

Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority, its Commissioners, officers, employees and representatives for its and their costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Agreement by the Sublessee or out of its operations under the Sublease or at the Premises, or out of the use of the Premises by the Sublessee or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Sublessee at the Premises, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport, including claims and demands of the City of Newark from which the Port Authority derives its right in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of Newark against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) Each policy and each certificate with respect to the insurance naming the Port Authority as an additional insured under Paragraph 15 of the Sublease shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

7. This Consent Agreement may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the Lessee and the Sublessee and no such revocation shall be deemed to

affect the Lease or the continuance thereof, but the Sublease shall be deemed terminated thereby.

8. The granting of this Consent Agreement by the Port Authority shall not be deemed to operate as a waiver of the rights of the Port Authority, or as a consent to any subsequent sublease agreement (by the Lessee or by the Sublessee) or to any assignment of the Lease or to any assignment of the Sublease or of any rights under any of the foregoing, whether in whole or in part.

9. Reference herein to the "Lessee" or the "Sublessee" shall mean and include the Lessee and the Sublessee and their respective officers, agents, employees and also others at the Premises or the Airport with the consent of either the Lessee or the Sublessee.

10. The Lessee hereby represents to the Port Authority that the Lessee has complied with and will comply with, and the Sublessee hereby represents to the Port Authority that the Sublessee has complied with and will comply with, all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or that affect, respectively, the operations of the Lessee or the Sublessee, under the Lease or the Sublease, or its or their use and occupancy of the Premises. The obligation of the Lessee and the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

11. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

12. Nothing contained in this Consent Agreement or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises, including without limitation, the installation of any signs at the Airport. The Lessee and Sublessee agree that no construction or installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and

subject to the terms and conditions of the Lease and of the Sublease and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority.

13. The Sublease shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

14. Nothing contained herein shall create or be deemed to have created a landlord tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Premises shall in all events be and remain subject and subordinate to the Lease.

15. If the Lessee or the Sublessee should fail to pay any amount required under this Consent Agreement when due to the Port Authority, or any fees or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described during the entirety of which such amounts remain unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Paragraph, with respect to such unpaid amount. Nothing in this Paragraph is intended to, or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation, the Port Authority's rights set forth in Paragraph 7 hereof or (ii) any obligations of the Lessee or the Sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

16. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Said designated officer or representative of the Port Authority and the Lessee and their respective offices shall be as set forth in the Lease and Sublease. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. This Agreement may be executed in counterparts.

18. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) FRANCIS A. DIMOLA ASSISTANT DIRECTOR AVIATION DEPT.

(Seal)

ATTEST:

Secretary

AIRIS NEWARK, L.L.C.

By

(Title) President

(Corporate Seal)

WITNESS:

GATEWAY CARGO SERVICE CENTER, L.P.

General Partner

APPROVED: FORM TERMS

APPROVED FINANCE

APPROVED OPERATIONS

APPROVED MARKETING

SUBLEASE AGREEMENT
(Newark IACC Building 340)

THIS SUBLEASE AGREEMENT (hereinafter called the "Lease") is made and entered into as of the 25th day of April, 2000, by and between **AIRIS NEWARK, L.L.C.**, a Georgia limited liability company (hereinafter called "Landlord") and **GATEWAY CARGO SERVICE CENTER, L.P.**, a California limited partnership (hereinafter called "Tenant").

For and in consideration of the covenants and agreements hereinafter set forth to be performed by Tenant, Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord the Premises hereinafter described, for the term, at the rental, and subject to all of the terms, covenants and conditions hereinafter set forth.

W I T N E S S E T H:

1. PREMISES.

1.01 Project. Landlord holds a leasehold interest in that certain lot or parcel of land (the "Land") containing approximately 294,251 square feet situated at the Newark International Airport (the "Airport"). Landlord has constructed certain improvements on the Land, including a building known as the International Air Cargo Center, Building 340 (the "Building"). The approximate location of the Building is shown on the site plan (the "Site Plan") attached hereto as Exhibit "A" and incorporated herein for all purposes. The Land, the Building and any other improvements that Landlord has constructed or hereafter constructs upon the Land from time to time shall be hereafter referred to collectively as the "Project".

1.02 Ground Lease. Landlord's interest in the Project is a leasehold in the Land under a ground lease (the "Ground Lease") from The Port Authority of New York and New Jersey (sometimes herein called the "Port Authority" or the "Ground Lessor"). A copy of the Ground Lease has been made available to Tenant. Any and all liability and obligations of the Landlord hereunder and any obligation of the Landlord to construct the improvements to be located on the Project, as set forth herein, shall be subject to the Ground Lease and Basic Lease. The term "Ground Lease" as used in this Lease means the Ground Lease titled "Agreement of Lease" dated as of July 1, 1996, entered into with the Port Authority of New York and New Jersey ("Ground Lessor") and as the same may be hereafter amended. The Ground Lease itself is a sublease in that the Ground Lessor is the lessee of the Airport under a lease dated October 22, 1947 as heretofore and hereafter amended (the "Basic Lease") from the City of Newark ("Basic Lessor") to The Port Authority. Landlord shall not amend the Ground Lease in any manner which would materially and adversely affect Tenant's contemplated business in the Premises.

1.03 Premises. Landlord does hereby rent and Lease to Tenant and Tenant does hereby rent and lease from Landlord for use as business offices a portion of the Building (hereinafter called the "Premises") containing approximately 1300 rentable square feet of space located in the Building, said Premises to be located as shown on the drawing attached hereto as Exhibit "B" and incorporated herein for all purposes (the "Floor Plan").

Tenant accepts the Premises and the Building in their "AS IS" condition. Tenant acknowledges that it has inspected the Premises and the Building, in their present condition and accepts the same as suitable for the purpose for which the Premises are leased. Taking of possession by Tenant shall be deemed conclusively to establish that the Building and other improvements are in good and satisfactory

condition as of when possession was taken. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, unless such are expressly set forth in this Lease.

2. LEASE TERM. Tenant shall have and hold the Premises for a term commencing on July 1, 2000 (the "Rental Commencement Date") and terminating at noon on the last day (the "Expiration Date") of the 36th month following the Rental Commencement Date, unless sooner terminated as hereinafter provided.

Provided that Tenant is in occupancy of the Premises and operating from within and no default by Tenant shall have occurred or be continuing under this Lease, Tenant will have the option to renew this Lease (each, a "Renewal Option") for five (5) additional terms of one (1) year each (each, a "Renewal Term") by giving written notice to Landlord at least nine (9) months prior to the expiration of the then current Lease Term. All the terms and conditions of this Lease shall remain in effect during any Renewal Term, except that Base Rent shall be established at rental rates equal to the rental rates then being offered by Landlord to tenants desiring to lease comparable space at the Project with comparable amenities, service and privileges, as such rate is established by Landlord in its reasonable discretion. In no event shall such rental rates be less than the rates calculated for the Increases in Base Rent in accordance with the formula described in Paragraph 3.02 (based on the increase in CPI). If Tenant exercises its Renewal Option, Landlord shall indicate to Tenant at least six (6) months prior to the end of the Term the rental rate which shall be in effect for the Renewal Term, on the basis as above-described. Tenant shall have thirty (30) days from the date Landlord makes such offer or to either accept or reject such offer. If Tenant rejects such offer or fails to respond within such thirty (30) day period, then this Lease shall terminate as of the end of the then current Term. If Tenant accepts such offer, then the Term shall be extended by said one (1) year period at the rental rate specified by Landlord. Unless the context clearly requires otherwise, the word "Term" or the words "Lease Term", whenever used in this Lease with reference to the duration hereof, shall be construed to include the initial Lease Term and any exercised Renewal Terms.

3. RENT.

3.01 Base Rent. Tenant shall pay to Landlord, at the notice address set forth below, or at such other place as Landlord shall designate in writing to Tenant, annual "Base Rent" in the annual amount of $34,450.00 for each year of the term, as such amount is increased as provided below. Base Rent shall be payable in equal monthly installments, due on the first day of each calendar month, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset in any manner whatsoever. One full monthly installment of Base Rent shall be due and payable on the date of execution of this Lease by Tenant for the first month's Base Rent and a like monthly installment of Base Rent shall be due and payable on or before the first day of each calendar month following the Rental Commencement Date during the term hereof; provided, that if the Rental Commencement Date should be a date other than the first day of a calendar month, the monthly Base Rent installment paid on the date of execution of this Lease by Tenant shall be prorated to the end of that calendar month, and the excess shall be applied as a credit against the next monthly Base Rent installment. Tenant shall pay, as Additional Rent, all other sums due from Tenant under this Lease (the term "Rent", as used herein, means all Base Rent, Additional Rent and all other amounts payable hereunder from Tenant to Landlord).

3.02 Increases in Base Rent. On the first day of each Subsequent Year, the Rent as described above shall be increased to an amount equal to the Rent for the first Lease Year as set forth above, plus an amount equal to the product of the percentage increase in the Index for the Comparison Month as compared to the Index for the Base Month, multiplied by the Rent for the first Lease Year; provided,

however, in no event shall the Rent for a Subsequent Year be less than the Rental applicable to the Prior Year and in no event shall the Base Rental Rate for the Subsequent Year be greater than it would have been, had the Index increased by three percent (3%) per annum, for each Lease Year between the first Lease Year and the Subsequent Year in question. As used in the Lease, the term "Lease Year" shall mean the twelve month period commencing on the Commencement Date, or, if the Commencement Date is not on the first day of a calendar month, commencing on the first day of the first calendar month following the Commencement Date, and each successive twelve month period thereafter during the Lease Term. The term "Subsequent Year" shall mean each Lease Year of the Lease Term following the first Lease Year. The term "Prior Year" shall mean the Lease Year prior to each Subsequent Year. The term "Index" shall mean the Consumer Price Index for all Urban Consumers (New York City Standard Statistical Metropolitan Area, Base 1982-84=100), published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics should discontinue the publication of the Index, or publish the same less frequently, or alter the same in some manner, then Landlord shall adopt a substitute Index or substitute procedure which reasonably reflects and monitors consumer prices. The term "Base Month" shall mean the calendar month which is two (2) months prior to the Commencement Date. The term "Comparison Month" shall mean the calendar month which is two (2) months prior to the first full month of each Subsequent Year in question.

3.03 Operating Expenses. In addition to the Base Rent provided in Section 3.01 above and from and after the Rental Commencement Date, Tenant shall pay to Landlord in monthly installments as additional rent the product obtained by multiplying the ratio ("Tenant's Expense Percentage") that the office area of the Premises bears to the total rentable office areas, as this is adjusted from time to time, of the Project times all of the operating expenses of the Project ("Base Expenses") (which product shall be referred to herein as "Tenant's Share of Expenses"). Base Expenses shall include, but not be limited to, the following: real and personal property taxes, assessments or charges imposed by any federal, state, county or municipal authority or government; all maintenance and repairs of the common areas of the Project; the cost of day-to-day maintenance; the cost of janitorial services and security services; insurance premiums for fire, extended coverage, liability, business interruption insurance and other insurance that Landlord and Ground Lessor deem necessary for the operation of the Project; trash and snow removal; landscaping; all services, supplies and other expenses for operating the Project, parking areas and common areas; license fees, impact fees and other Project related governmental or Ground Lessor charges, if any applicable to the Project whether pursuant to the Ground Lease or from action of any governmental entity of competent jurisdiction and all other charges and fees by whatever name called payable by or charged to Landlord by Ground Lessor under or pursuant to the Ground Lease even though the charge or fee may, by any section of the Ground Lease other than Section 4A be called a rent, excepting only the "Ground Rental" as specifically defined in Section 4A of the Ground Lease; out-of-pocket and also direct costs in connection with managing and administering the Project; the cost, including interest, amortized over its useful life, of any improvement made to the Project by Landlord after the date of this Lease which is required under any governmental law or regulation that was not applicable to the Project at the time the Project was constructed or is required by Port Authority under the Ground Lease; the cost, including interest, amortized over its useful life, of the installation of any device or other equipment which improves the operating efficiency of any system within the Project and thereby reduces operating expenses to the extent such reduction in operating expenses exceeds the cost of acquisition and installation; and all utilities not separately metered to a tenant or to the Tenant. Upon receipt of a statement of Base Expenses and Tenant's Share of Expenses, Tenant shall pay to Landlord monthly, Tenant's Share of Expenses, in addition to Base Rent, which payment shall be due and payable at the same time that Base Rent is due. Landlord agrees to provide to Tenant within a reasonable period of time at the end of each calendar year of the Lease Term, a statement of actual Base Expenses incurred with respect to the operation of the Project covering the preceding year. In the event that under the terms of Section 3.01 Tenant is only to pay a pro rata portion of a month, Tenant's Share of Expenses, if any,

shall be similarly prorated for said month. The payments specified in this Section shall be in addition to, and not in lieu of, other payments required under this Lease. Landlord may from time to time estimate in advance the Base Expenses for the then current or ensuing Year and Tenant's Share of Expenses for such year in which event Tenant shall pay one-twelfth (1/12) thereof or larger appropriate fraction in the case that portion of the Calendar Year starting with the Rental Commencement Date and ending with the next December 31 if the Rental Commencement Date is any date other than January 1, and also in the case of that portion of the Calendar Year beginning with the January 1 immediately prior to the Expiration Date of the Term of this Lease and ending with the Expiration Date if the Expiration Date is any date other than December 31, to Tenant at the same time that monthly Base Rent is due. In such case, Landlord and Tenant shall, within ninety (90) days following each Calendar Year, account between them for any underpayment or overpayment of the total of estimated Tenant's Share of Expenses as compared to Tenant's Share of Expenses based upon the actual Base Expenses experience by Landlord for such Calendar Year by Tenant's paying to Landlord an amount equal to the underpayment on demand or by Landlord paying to Tenant an amount equal to the overpayment). As used herein, the term "Calendar Year" means not only the twelve (12) month period beginning January 1 and ending the next following December 31 contained within that part of the Term of this Lease beginning with and including the Rental Commencement Date and ending with the and including the Expiration Date of the Term of this Lease, but also the partial Calendar Years at the beginning and end of said part of the Term.

3.04 Other Passthroughs. From and after the Rental Commencement Date, Tenant shall also pay one hundred percent (100%) of all fees and charges by whatever name called (other than Ground Rental as specifically stated in Section 4A of the Ground Lease) payable by Landlord or Tenant under the Ground Lease attributable to this Lease or the Tenant's business at or use of the Premises including without limitation charges based upon Tenant's handling of cargo. Such payments shall be due and payable to Landlord at the times provided in the Ground Lease or upon Landlord's demand or, at the option of Ground Lessor or Landlord directly to Ground Lessor at the times provided in the Ground Lease or separate agreement between Ground Lessor and Tenant, or upon Ground Lessor's demand.

4. LATE CHARGE. Other remedies for non-payment of Rent notwithstanding, if the monthly payment of Base Rent is not received by Landlord on or before the fifth (5th) day of the month for which the Base Rent is due, or if any other payment due Landlord by Tenant is not received by Landlord on or before the fifth (5th) day of the month next following the month in which such payment is due as herein provided or in which Tenant was invoiced, a late charge of ten percent (10%) percent of such past due amount for each month such amount is past due shall be due and payable as Additional Rent in addition to such amounts owned under this Lease.

5. PARTIAL PAYMENT. No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder.

6. USE OF PREMISES. Tenant shall use and occupy the Premises as administrative offices for its cargo operation or for officers of subtenants for which Tenant is providing handling services and for no other purpose. The Premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass nor in any manner that will violate the Ground Lease or Basic Lease. Landlord represents that the aforesaid use is permitted under the Ground Lease and Basic Lease. In the event Tenant uses the Premises in a manner that violates the Ground Lease or Basic Lease, Landlord will notify Tenant and

Tenant shall have a reasonable period of time (not to exceed the time provided in the Ground Lease or Basic Lease, as the case may be) to cure such violation.

7. REPAIRS BY LANDLORD. Tenant, by taking possession of the Premises, shall accept and shall be held to have accepted the Premises as suitable for the use intended by this Lease. Landlord shall not be required, after possession of the Premises has been delivered to Tenant, to make any repairs or improvements to the Premises, except as specifically set forth in the following sentence. Landlord shall be responsible for repair of exterior walls, common areas and structural and mechanical repairs, provided the need for such repairs are not occasioned by Tenant, Tenant's invitees or anyone in the employ or control of Tenant.

8. REPAIRS BY TENANT. Tenant shall, at its own cost and expense, maintain the Premises in a neat and clean, first-class condition, including all necessary repairs and replacements. Tenant shall further, at his own cost and expense, repair or restore any damage or injury to all or any part of the Building and/or common areas and/or Airport caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant, (ii) the moving of any Property into or out of he Premises. If Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs and replacements and the costs of such repair or replacements shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant with the monthly installment of Base Rent next due hereunder.

9. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining in writing Landlord's written consent for such alterations or additions, which shall be at the sole discretion of Landlord. Any alterations, physical additions or improvements shall at once become the Property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any physical additions or improvements in order to restore the Premises to the condition which existed as of the date of Tenant's occupancy. The costs of any such alterations, additions or improvements shall be borne by Tenant. Landlord shall, under no circumstances during the term of this Lease, be required to carry any insurance on or to indemnify any party in case of the damage or loss to said alterations, additions or improvements or to improvements made by Landlord for the benefit of Tenant; and, provided further, that under no circumstances shall Landlord be required to pay, during the term of this Lease, any ad valorem or Property tax on such alterations, additions or improvements, Tenant hereby covenanting to pay all such taxes when they become due. In the event any alterations, additions, improvements or repairs are to be performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved by Landlord. Landlord agrees to assign to Tenant any rights it may have against the contractor of the Premises with respect to any work performed by said contractor in connection with improvements made by Landlord at the request of Tenant.

10. LANDLORD'S FAILURE TO GIVE POSSESSION. Landlord shall not be liable for damages to Tenant for failure to deliver possession of the Premises to Tenant at the commencement of the Lease Term if such failure is due to no fault of Landlord, to the failure of any construction or remodeling of the Premises by Tenant to be completed or to the failure of any previous tenant to vacate the Premises. Landlord will use all reasonable efforts to give possession to the Tenant at the beginning of the Tenant's term.

11. ACCEPTANCE AND WAIVER. Landlord shall not be liable to the Tenant, its agents, employees, guests or invitees (and, if Tenant is a corporation, its officers, agents, employees, guests or invitees) for any damage caused to any of them due to the Building or any part or appurtenances thereof being improperly constructed or being or becoming out of repair, or arising from the leaking of gas,

water, sewer or steam pipes, or from electricity, but Tenant, by moving into the Premises and taking possession thereof, shall accept, and shall be held to have accepted the Premises as suitable for the purposes for which the same are leased, and shall accept and shall be held to have accepted the Building and every appurtenances thereof, and Tenant by said act waives any and all defects therein; provided, however, that this paragraph shall not apply to any damages or injury caused by or resulting from the gross negligence or willful misconduct of Landlord.

12. REMOVAL OF FIXTURES. If not in default hereunder, Tenant may, prior to the expiration of the term of this Lease, or any extension thereof, remove any fixtures and equipment which it has placed in the Premises which can be removed without significant damage to the Premises, provided Tenant repairs all damages to the Premises caused by such removal.

13. ENTERING PREMISES. Landlord may enter the Premises at reasonable hours provided that Landlord's entry shall not unreasonably interrupt Tenant's business operations and that prior notice is given when the case permits (and, if in the opinion of Landlord any emergency exists, at any time and without notice): (a) to make repairs, if any, which Landlord under the terms hereof must make to the Premises or adjacent premises, or repairs on the Building; (b) to inspect the Premises to see that Tenant is complying with all of the terms and conditions hereof and with the rules and regulations hereof; (c) to remove from the Premises any articles or signs kept or exhibited therein in violation of the terms hereof; and (d) to exercise any other right or perform any other obligation that Landlord has under this Lease. Landlord shall be allowed to take all material into and upon the Premises that may be required to make any repairs, improvements and additions, or any alterations, without in any way being deemed or held guilty of trespass or any eviction of Tenant. The Rent reserved herein shall in no wise abate while said repairs, alterations or additions are being made, and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant because of the prosecution of any such work.

14. GENERAL LIABILITY OF TENANT. Tenant shall indemnify and save harmless Landlord against all claims for damages to persons or Property by reason of the use or occupancy of the Premises, and all expenses incurred by Landlord because of Tenant's use and occupancy, including attorney's fees and court costs. Tenant shall be liable for and shall hold Landlord harmless in connection with damage or injury to Landlord, the Premises and the property and persons of Landlord's other tenants, or anyone else, if due to act or neglect of Tenant, or of anyone in his control or employ.

15. INSURANCE AND WAIVER OF SUBROGATION.

15.01 Tenant's Insurance. Tenant shall keep in force at Tenant's expense as long as this Lease remains in effect and during such other times as Tenant occupies the Premises or any part thereof, public liability insurance for Landlord and Tenant's protection covering the Premises and Tenant's use thereof, such coverage to be in amount of at least $5,000,000.00 per occurrence, on an occurrence basis. Tenant shall also keep in force as set forth above, fire, extended coverage and water damage insurance of Tenant's personal property, including, but not confined to inventory, trade fixtures, floor coverings, furniture and all other property of Tenant whether removable or not at termination of this Lease, including leasehold betterments and improvements; such insurance on leasehold betterments and improvements shall be in amounts sufficient to cover the full replacement cost of any repair or reconstruction from any such hazard during the entire term of this Lease, such insurance naming the Landlord as an additional named insured as its interest may appear. Tenant shall provide an insurance certificate to Landlord evidencing such coverages prior to Tenant's occupancy.

15.02 Landlord's Insurance. Landlord shall keep in force public liability, fire, extended coverage and water damage insurance insuring Landlord's interest in the Building and the Premises.

15.03 Prohibited Acts. Tenant shall not do or suffer to be done, or keep anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, including, but not limited to, public liability, or which will prevent Landlord from securing such policies in companies acceptable to Landlord. If permitted to be done or suffered to be done by Tenant or kept in, upon and about the Premises or Building which shall cause the rate of fire or other insurance on the Premises or Building in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Premises or the Building for the permitted use or permitted uses made thereof, Tenant shall pay, as Additional Rent hereunder, the amount of any such increase promptly upon demand by Landlord and shall cease such action until such payment is made.

15.04 Waiver of Right of Recovery. Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss in or about the Premises from perils insured against under their respective insurance policies required to be maintained hereunder, including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided that this section shall be inapplicable if it would have the effect, but only to the extent that it would have such effect, of invalidating any insurance coverage of Landlord or Tenant.

16. GOVERNMENTAL REQUIREMENTS. Tenant shall, at its own expense, promptly comply with all requirements of any legally constituted governmental or public authority made necessary by reason of Tenant's occupancy of the Premises.

17. ABANDONMENT OF PREMISES. Tenant agrees not to abandon or vacate the Premises during the term of the Lease and to use said Premises for the purpose herein leased until the expiration hereof.

18. ASSIGNMENT AND SUBLETTING. Tenant may not, without the prior written consent of Landlord, assign the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. In the event that Tenant is a corporation or some other entity other than an individual, any sale of a majority or controlling interest in Tenant shall be considered an assignment for purposes of this paragraph. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. Permitted subtenants or assignees shall become liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant's liability hereunder.

19. DEFAULT. If Tenant shall default in the payment of Rent herein reserved when due and fails to cure such default within five (5) days after written notice of such default is given to Tenant by Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent, and fails to cure such default within thirty (30) days after written notice of such default is given to Tenant by Landlord; or if Tenant is adjudicated a bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, if Tenant's effects should be levied upon or attached under process against Tenant and not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord, at its option, may exercise any or all of the remedies set forth in Paragraph 20 below.

20. REMEDIES. Upon the occurrence of any default set forth in Paragraph 19 above which is not cured by Tenant within the applicable cure period provided therein, Landlord may exercise all or any of the following remedies: (i) terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date specified in such notice and all rights of Tenant under

this Lease shall expire and terminate as of such date, Tenant shall remain liable for all obligations under this Lease up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice, and if Tenant fails to so surrender Landlord shall have the right, without notice, to enter upon and take possession of the Premises and to expel and remove Tenant and its effects without being liable for prosecution or any claim of damages therefor; (ii) terminate this Lease as provided in the immediately preceding subsection and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including without limitation, (a) the total rent which would have been payable hereunder by Tenant for the period beginning with the day following the date of such termination and ending with the Expiration Date of the term as originally scheduled hereunder, minus (b) the aggregate actual rent received by Landlord from a substitute tenant for the same period, plus (c) the costs of recovering the Premises, and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, reasonable attorneys' fees, plus (d) the unpaid Rent earned as of the date of termination, plus interest, all of which sum shall be immediately due and payable by Tenant to Landlord; (iii) without terminating this Lease, declare immediately due and payable the present value (using a discount rate of 8%) of all Rent due under this Lease for the entire remaining scheduled term of this Lease, together with the costs of recovering the Premises and all other expenses incurred by Landlord in connection with Tenant's default, plus the unpaid Rent earned as of the date of termination, plus interest thereon; Landlord and Tenant acknowledging that such payment shall not be deemed a penalty but shall merely constitute payment of liquidated damages, it being acknowledged by both parties that Landlord's actual damages, in the event of such default, would be extremely difficult, if not impossible, to ascertain; (iv) without terminating this Lease, and without notice to Tenant, Landlord may in its own name, but as agent for Tenant enter into and take possession of the Premises and re-let the Premises, or a portion thereof, as agent of Tenant, upon any terms and conditions as Landlord may deem necessary or desirable (Landlord shall have no obligation to attempt to re-let the Premises or any part thereof. Upon any such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the term of this Lease.); (v) allow the Premises to remain unoccupied and collect Rent from Tenant as it becomes due; or (vi) pursue such other remedies as are available at law or in equity. Tenant waives any and all rights of redemption it may have under any laws or in equity.

21. DESTRUCTION OR DAMAGE. If the Premises are partially or totally destroyed (or so substantially damaged as to be untenantable) by storm, fire, earthquake, or other casualty, Landlord shall notify Tenant in writing whether Landlord deems in its sole discretion that restoration is practicable and feasible, and if deemed infeasible, this Lease shall terminate as of the date of such destruction or damage and Rent shall be accounted for between Landlord and Tenant as of that date. If Landlord deems that restoration is practicable and feasible, Rent shall abate in such proportion as the use of the Premises has been destroyed, and Landlord shall restore the Premises (except for any inventory, trade fixtures, floor coverings, furniture or any personal property of Tenant which shall be restored by Tenant) to substantially the same condition as before the damage occurred as soon as practicable, whereupon full Rent shall recommence. Tenant shall make the insurance proceeds for the leasehold improvements available to Landlord for such work.

22. EMINENT DOMAIN. If the whole of the Premises, or such portion thereof as will make the Premises unusable as determined in the sole discretion of the Landlord, is condemned or taken by any legally constituted authority for any public use or purpose, then the term hereby granted shall cease from that time when possession thereof is taken by the condemning authorities, and Rent shall be accounted for as between Landlord and Tenant as of that date. If a portion of the Premises is so taken, but not such amount as will make the Premises unusable as determined in the sole discretion of the Landlord, this Lease shall continue in full force and effect and the Rent shall be reduced prorata in proportion to the amount of the Premises so taken. Tenant shall have no right or claim to any part of any

award made to or received by Landlord for such condemnation or taking, and all awards for such condemnation or taking are hereby assigned to Landlord and shall be made solely to Landlord.

23. SERVICE OF NOTICE. Except as otherwise provided by law, Tenant hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this Lease, the person in charge of or occupying the Premises at the time of such proceeding or notice; and if no person be in charge or occupying the Premises, then such service of notice may be made by attaching the same to the front entrance of the Premises. A copy of all notices under this Lease shall also be mailed to Tenant at the following address: Gateway Cargo Service Center, L.P., Building 151, John F. Kennedy International Airport, Jamaica, New York 11430, Attention: Steven Tamm. All notices to Landlord shall be sent to Landlord at the following address: Airis Newark, L.L.C., 646 Kentucky Street, Scottsdale, Georgia 30079 with a copy to Golden, Goodloe & Associates, L.L.C., One Peachtree Center, Suite 4320, 303 Peachtree Street, Atlanta, Georgia 30308, Attention: Stephen H. Goodloe, Esq. All notices required to be given hereunder may be sent via certified mail return receipt requested or via overnight delivery providing proof of delivery to the addresses set forth above. Notices shall be deemed received upon actual delivery, provided that refusal to accept delivery shall constitute delivery for all purposes hereunder.

24. MORTGAGEE'S RIGHTS. Tenant agrees that this Lease shall be subject to and subordinate to any deed to secure debt, mortgage, sale and leaseback, assignment of leases or other security interest now or hereafter granted by Landlord with respect to the Premises (hereafter collectively referred to as "Security Documents"). Tenant agrees upon request of the holder of any Security Documents ("Holder") to hereafter execute such paper or papers which the counsel for Landlord or Holder may deem necessary to evidence the subordination of the Lease to the Security Documents. In the event of a foreclosure pursuant to any Security Documents, Tenant shall thereafter remain bound pursuant to the terms of this Lease as if a new and identical Lease between such foreclosing party, as landlord, and Tenant, as tenant, had been entered into for the remainder of the term hereof and Tenant shall attorn to the Purchaser upon such foreclosure sale and shall recognize such Purchaser as the Landlord under the Lease.

25. TENANT'S ESTOPPEL. Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent has been paid, that Tenant is not in default hereunder and has no offsets or defenses against Landlord under this Lease, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default).

26. ATTORNEY'S FEES. If any Rent owing under this Lease is collected by or through an attorney, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees.

27. PARKING. No rights to any parking spaces are granted under this Lease; however, Tenant shall be entitled to use ten (10) spaces in the parking facilities located on the Property in common with other tenants in the Building and the Project and zero (0) spaces within the AOA perimeter of the Project's airside. Landlord reserves the right to relocate, and to make alterations or additions to such parking facilities at any time. Tenant shall pay Thirty and No/100 Dollars ($30.00) per month for each parking space, commencing on the Rental Commencement Date, payable in advance on the monthly Base Rent due dates. The monthly charge per parking space is subject to increase annually by using the same formula, as provided in Section 3.02 for the increases in the monthly Base Rent, except of course, the monthly charge for a parking space is used in such computations instead of a monthly Base Rent number.

28. WASTE DISPOSAL.

28.01 Regular Waste Disposal. Tenant shall be responsible for the removal and disposal of all normal trash and waste (i.e., waste that does not require special handling pursuant to subsection 28.02 below).

28.02 Special Waste Disposal. Tenant shall be responsible for the removal and disposal of any waste deemed by any governmental authority having jurisdiction over the matter to be hazardous or infectious waste or waste requiring special handling, such removal and disposal to be in accordance with any and all applicable governmental rules, regulations, codes, orders or requirements. Tenant hereby indemnifies and holds harmless Landlord from and against any loss, claims, demands, damage or injury Landlord may suffer or sustain as a result of Tenant's failure to comply with the provisions of this subsection 28.02.

29. SURRENDER OF PREMISES. Whenever under the terms hereof Landlord is entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord in the same condition as on the date Tenant's possession commenced, natural wear and tear only excepted, and Tenant shall remove all of his property therefrom; and Landlord may forthwith reenter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary without being guilty of forcible entry, detainer, trespass or other tort. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Upon vacating the Premises, Tenant agrees to clean the Premises thoroughly or to pay Landlord for the cleaning necessary to restore the Premises to their condition when Tenant's possession commenced, natural wear and tear excepted, regardless of whether any security deposit has been forfeited.

30. CUMULATIVE RIGHTS. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

31. PARAGRAPH TITLES; SEVERABILITY. The paragraph titles used herein are not to be considered a substantive part of this Lease, but merely descriptive. If any paragraph or provision herein is held invalid by a court of competent jurisdiction, all other paragraphs or severable provisions of this Lease shall not be affected thereby, but shall remain in full force and effect.

32. DAMAGE OR THEFT OF PERSONAL PROPERTY. All personal property brought into the Premises shall be at the risk of the Tenant only and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of co-tenants, or other occupants of the Building, or any other person, except, with respect to damage to the Premises, as may be occasioned by the negligent or willful act of the Landlord, its employees and agents.

33. HOLDING OVER. In the event Tenant remains in possession of the Premises after the expiration of the term hereof, with Landlord's acquiescence and without any express written agreement of the parties, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof, except that the monthly rental shall be at double the monthly Base Rent payable hereunder. There shall be no renewal of this Lease by operation of law or otherwise.

34. SECURITY DEPOSIT. Upon Tenant's execution of this Lease, Tenant shall pay to Landlord the sum of $5,741.66 (hereinafter referred to as "Security Deposit"), which shall be held by the

Landlord during the term of this Lease, or any renewal thereof. Under no circumstances will Tenant be entitled to any interest on the Security Deposit. The Security Deposit may be used by Landlord, at its discretion, to apply to any amount owing to Landlord hereunder, or to pay the expenses of repairing any damage to the Premises, except natural wear and tear occurring from normal use of the Premises, which exists on the day Tenant vacates the Premises, but this right shall not be construed to limit Landlord's right to recover additional sums from Tenant for damages to the Premises. In addition to any other rights available to Landlord hereunder, the Security Deposit shall be forfeited in any event if Tenant fails to occupy the Premises as Tenant for the full term of this Lease, or if this Lease should for any reason whatsoever be terminated prior to the normal Expiration Date of the term. In no event shall Tenant be entitled to apply the Security Deposit to any Rent due hereunder. The right to retain the Security Deposit shall be in addition and not alternative to Landlord's other remedies under this Lease or as may be provided by law and shall not be affected by summary proceedings or other proceedings to recover possession of the Premises. Upon sale or conveyance of the Building, Landlord may transfer or assign the Security Deposit to any new owner of the Premises, and upon such transfer all liability of Landlord for the Security Deposit shall terminate. Landlord shall be entitled to commingle the Security Deposit with its other funds.

36. QUIET ENJOYMENT. Tenant, upon payment in full of the required Rent and full performance of the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the term hereof subject to the Ground Lease and Basic Lease. Landlord shall not be responsible for the acts or omissions of any other tenant, Tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

37. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

38. LIMITATION OF LIABILITY. Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the Building, as such interest is constituted from time to time, and neither Landlord nor any partner of Landlord, or any officer, director, shareholder, or partner of any partner of Landlord, shall have any personal liability whatsoever with respect to this Lease.

39. CORPORATE AUTHORITY. If Tenant executes this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly organized and validly existing corporation, that Tenant has full right, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

40. BROKERS. Tenant and Landlord warrant that they have had no dealings with any broker or agent in connection with this Lease. Landlord and Tenant covenant to pay, hold harmless and indemnify each other from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent utilized by the indemnitor with respect to this Lease or the negotiation thereof.

41. PAYMENT OF UTILITY CHARGES. If any utility service to the Premises is separately metered, Tenant shall pay the bill applicable to such meter as the same is billed from the utility provider.

42. EXHIBITS. The following Exhibits as attached hereto and made a part hereof:

Exhibit A - Site Plan of location of Premises

Exhibit B - Floor Plan

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, as of the day and year first above written.

LANDLORD:

AIRIS NEWARK, L.L.C.

By: _____
Name: RAY W. HAGEN
Title: VICE PRESIDENT (CORPORATE SEAL)

TENANT:

GATEWAY CARGO SERVICE CENTER, L.P.

By: _____
Name: _____
Title: _____ President (CORPORATE SEAL)

APPROVED FINANCE

APPROVED OPERATIONS

0548986

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE LESSEE AND SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Lease No. ANA-884
Newark International Airport

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT AGREEMENT, dated as of December 8, 2000, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and AIRIS NEWARK, L.L.C. (hereinafter called the "Lessee") and WORLDWIDE FLIGHT SERVICES, INC. (hereinafter called the "Sublessee"),

WITNESSETH, That:

WHEREAS, the Port Authority leased to the Lessee and the Lessee hired and took from the Port Authority certain premises (hereinafter called the "Premises") at Newark International Airport (hereinafter called "the Airport") as described in a certain agreement of lease made effective and dated as of July 1, 1996, and identified by Port Authority Lease No. ANA-884 (said agreement of lease, as the same may have been or may hereafter be supplemented and amended, being hereinafter called "the Lease"); and

WHEREAS, the Lessee has requested the consent of the Port Authority to a proposed sublease agreement (a copy of which is attached hereto, hereby made a part hereof, and hereinafter called the "Sublease") between the Lessee and the Sublessee made as of May 20, 1999;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of May 20, 1999, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding any provision of the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Lessee or the Sublessee on the earlier to occur of the day preceding the date of expiration or

earlier termination of the Lease or the Sublease, or such earlier date for the expiration or termination of the Sublease as the Lessee and the Sublessee may agree upon. The Sublessee shall quit the premises and remove its property for which it is responsible therefrom on or before termination of the Sublease.

3. If the Lessee shall at any time be in default under the Lease, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent Agreement, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. (a) Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring any rights, powers or privileges to the Sublessee as may be provided by the Sublease if not granted to the Lessee under the Lease, nor shall they impair or affect any of the duties, liabilities and obligations imposed on the Lessee under the Lease. The Sublease is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the Sublease shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. It is the intention of the Port Authority hereunder merely to permit the exercise of the Lessee's rights and privileges thereunder by the Sublessee (to the extent permitted by the Lease and this Consent Agreement). The specific mention of or reference to the Port Authority in any part of the Sublease, including without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall in all respects be controlling, effective and determinative.

(b) No provisions of the Sublease, including but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering action which may be undertaken by the Lessee or the Sublessee, including but not limited to, those involving signs, construction, insurance, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this Consent to specific matters and provisions as contained in the Sublease shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) With respect to this Consent Agreement, the Lessee and the Sublessee understand and agree that although the Lessee is permitted under the Lease to perform services and functions for itself the Lessee may not and is expressly prohibited from performing any services or functions at the Airport for the Sublessee (even though the Lessee may perform the same for itself pursuant to the Lease) which are performed by organizations at the Airport authorized by permit from the Port Authority to perform such services or functions, unless the Lessee is specifically authorized by permit to perform such services or functions for other aircraft operators at the Airport and the Premises and in such event said services and functions shall be performed pursuant thereto. The Lessee, however, may make the necessary arrangements with the authorized organizations performing such services or functions at the Airport to have such services or functions performed for the Sublessee by such organizations or the Sublessee may perform such services and functions itself.

5. The Sublessee, in its operations under and in connection with the Sublease and its use and occupancy of the Premises, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Lease to the extent that such obligations relate to the portion of the Premises covered by the Sublease.

6. Without in any wise affecting the obligations of the Lessee under the Lease and under this Consent Agreement and notwithstanding the terms and provisions of the Sublease (but without limiting the rights and duties of the Lessee and the Sublessee as between themselves), the parties agree as follows:

(a) With respect to the sublet premises, the Sublessee shall make repairs and replacements as if it were the Lessee under the

Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority, its Commissioners, officers, employees and representatives for its and their costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Agreement by the Sublessee or out of its operations under the Sublease or at the Premises, or out of the use of the Premises by the Sublessee or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Sublessee at the Premises, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport, including claims and demands of the City of Newark from which the Port Authority derives its right in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of Newark against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) Each policy and each certificate with respect to the insurance naming the Port Authority as an additional insured under Paragraph 15 of the Sublease shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

7. This Consent Agreement may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the Lessee and the Sublessee and no such revocation shall be deemed to

affect the Lease or the continuance thereof, but the Sublease shall be deemed terminated thereby.

8. The granting of this Consent Agreement by the Port Authority shall not be deemed to operate as a waiver of the rights of the Port Authority, or as a consent to any subsequent sublease agreement (by the Lessee or by the Sublessee) or to any assignment of the Lease or to any assignment of the Sublease or of any rights under any of the foregoing, whether in whole or in part.

9. Reference herein to the "Lessee" or the "Sublessee" shall mean and include the Lessee and the Sublessee and their respective officers, agents, employees and also others at the Premises or the Airport with the consent of either the Lessee or the Sublessee.

10. The Lessee hereby represents to the Port Authority that the Lessee has complied with and will comply with, and the Sublessee hereby represents to the Port Authority that the Sublessee has complied with and will comply with, all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or that affect, respectively, the operations of the Lessee or the Sublessee, under the Lease or the Sublease, or its or their use and occupancy of the Premises. The obligation of the Lessee and the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

11. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

12. Nothing contained in this Consent Agreement or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises, including without limitation, the installation of any signs at the Airport. The Lessee and Sublessee agree that no construction or installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and

subject to the terms and conditions of the Lease and of the Sublease and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority.

13. The Sublease shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

14. Nothing contained herein shall create or be deemed to have created a landlord tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Premises shall in all events be and remain subject and subordinate to the Lease.

15. If the Lessee or the Sublessee should fail to pay any amount required under this Consent Agreement when due to the Port Authority, or any fees or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described during the entirety of which such amounts remain unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Paragraph, with respect to such unpaid amount. Nothing in this Paragraph is intended to, or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation, the Port Authority's rights set forth in Paragraph 7 hereof or (ii) any obligations of the Lessee or the Sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

16. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Said designated officer or representative of the Port Authority and the Lessee and their respective offices shall be as set forth in the Lease and Sublease. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. This Agreement may be executed in counterparts.

18. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) FRANCIS A. DIMOLA ASSISTANT DIRECTOR AVIATION DEPT.

(Seal)

ATTEST:

Secretary

AIRTS NEWARK, L.L.C.

By

(Title) President

(Corporate Seal)

ATTEST:

Secretary

WORLDWIDE FLIGHT SERVICES, INC.

By

(Title) President

(Corporate Seal)

APPROVED:
FORM | TERMS

SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT (hereinafter called the "Lease") is made and entered into this 20 day of May, 1999, by and between AIRIS NEWARK, L.L.C., a Georgia limited liability company, first party (hereinafter called "Landlord"); and WORLDWIDE FLIGHT SERVICES, INC., a Delaware corporation, second party (hereinafter called "Tenant").

WITNESSETH:

PREMISES

1. Landlord does hereby rent and Lease to Tenant and Tenant does hereby rent and lease from Landlord for use as business offices the following described space (hereinafter called the "Premises"): Approximately 2,874 rentable square feet of space located at International Air Cargo Center ("IACC"), Newark International Airport (the "Property"), said Premises to be located as shown on the drawing attached hereto as Exhibit "A" and made a part hereof by reference and as part of the development being developed on a portion of the airport by Landlord (the "Project"). Landlord's interest in the Project is a leasehold in the Land under a ground lease (the "Ground Lease") from The Port Authority of New York and New Jersey (sometimes herein called the "Port Authority" or the "Ground Lessor"). A copy of the Ground Lease has been made available to Tenant. Any and all liability and obligations of the Landlord hereunder and any obligation of the Landlord to construct the improvements to be located on the Project, as set forth herein, shall be subject to the Ground Lease and Basic Lease. The term "Ground Lease" as used in this Lease means the Ground Lease titled "Agreement of Lease" dated as of July 1, 1996, entered into with the Port Authority of New York and New Jersey ("Ground Lessor") and as same may be hereafter amended. The Ground Lease itself is a sub-lease in that the Ground Lessor is the lessee of the Airport under a lease dated October 22, 1947 as heretofore and hereafter amended (the "Basic Lease") from the City of Newark ("Basic Lessor") to The Port Authority of New York and New Jersey, the predecessor of the Ground Lessor. Landlord shall not amend the Ground Lease in any manner adverse to Tenant.

LEASE TERM

2. Tenant shall have and hold the Premises for a term commencing on the May 20, 1999 "Effective Date" (also referred to as the "Rental Commencement Date") and terminating at noon on the last day (the "Expiration Date") of the 60th month following the Effective Date, unless sooner terminated as hereinafter provided.

RENT

3.01 Tenant shall pay to Landlord, at the notice address set forth below, or at such other place as Landlord shall designate in writing to Tenant, annual Base Rent in the annual amount of $72,568.50 for each year of the term, as such amount is increased as provided below; payable in equal monthly installments, due on the first day of each calendar month, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset whatsoever. One full monthly installment of Base Rent shall be due and payable on the date of execution of this Lease by Tenant for the first month's Base Rent and a like monthly installment of Base Rent shall be due and payable on or before the first day of each calendar month following the Effective Date during the term hereof; provided, that if the Effective Date should be a date other than the first day of a calendar month, the monthly Base Rent installment paid on the date of execution of this Lease by Tenant shall be prorated to the end of that calendar month, and the excess shall be applied as a credit against the next monthly Base Rent installment. Tenant shall pay, as Additional Rent, all other sums due from Tenant under this Lease (the term "Rent", as used herein, means all Base Rent, Additional Rent and all other amounts payable hereunder from Tenant to Landlord).

The monthly Base Rent specified hereinabove shall be increased (A) on the first anniversary of the Rental Commencement Date to an amount equal to the greater of (a) product obtained by multiplying the monthly Base Rent in effect for the preceding twelve-month period times 1.0, or (b) the lessor of (i) the product obtained by multiplying the monthly Base Rent in effect for the preceding twelve-month period times the Year 1 Inflation Factor (as hereinafter defined) or (ii) the monthly Base Rent in effect for the preceding twelve-month period plus an amount equal to three percent (3%) of such monthly Base Rent in effect for the preceding twelve-month period; and (B) on each subsequent anniversary of the Rental Commencement Date through the end of the term, the monthly Base Rent for the next succeeding twelve-month period shall be further increased to an amount equal to the greater of (a) the product obtained by multiplying the monthly Base Rent in effect for preceding twelve-month period times 1.0 or (b) the lessor of (i) the product obtained by multiplying the monthly Base Rent in effect for the preceding twelve-month period times the Annual Inflation Factor (as hereinafter defined) or (ii) the monthly Base Rent in effect for the preceding twelve-month period plus an amount equal to three percent (3%) of such monthly Base Rent in effect for the preceding twelve-month period. As used herein, the term "Year 1 Inflation Factor" means the CPI (as herein defined) for the calendar month of the date which is ninety (90) days preceding

the first (1st) anniversary of the Rental Commencement Date divided by the CPI for the calendar month of the date which is ninety (90) days preceding the Rental Commencement Date. As used herein, the term "Annual Inflation Factor" means the CPI for the calendar month of the date which is ninety (90) days preceding the particular Rental Commencement Date Anniversary in question divided by the CPI for the calendar month of the date which is one (1) year prior to the date in question. "CPI" means the Consumer Price Index for the New York - Northeastern New Jersey Area for All Urban Consumers (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"), or any successor agency of the United States that shall issue such indices. In the event that (i) the Bureau ceases to use the 1982-1984 average of 100 as a basis of calculation, or (ii) a substantial change is made in the number or character of "market basket" items used in determining the CPI, or (iii) Landlord and Tenant mutually agree in writing that the CPI does not accurately reflect the purchasing power of the dollar, or (iv) the CPI should be discontinued for any reason, Landlord shall designate from indices supplied by the Bureau an alternative index comparable to the CPI together with information which will make possible the conversion to the alternative index in computing the Inflation Factors. If for any reason the Bureau does not furnish such an index or such information, the parties shall thereafter accept and shall use such other index of comparable statistics on the cost of living for the county in which the Premises is located, as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by Landlord, but subject to the reasonable approval of Tenant. At least twenty (20) days prior to any date on which the monthly Base Rent is to be increased pursuant to the foregoing provisions, Landlord will submit to Tenant a statement of the amount of such increase and the calculation upon which such increase in based.

3.02 Operating Expenses. In addition to the Base Rent provided in Section 3.01 above and from and after the Rental Commencement Date, Tenant shall pay to Landlord in monthly installments as additional rent the product obtained by multiplying the ratio ("Tenant's Expense Percentage") that the office area of the Premises bears to the total rentable office areas, as this is adjusted from time to time, of the Facility times all of the operating expenses of the Facility ("Base Expenses") (which product shall be referred to herein as "Tenant's Share of Expenses"). Tenant's Share of Expenses shall initially be 3.55 percent. Base Expenses shall include, but not be limited to, the following: real and personal property taxes, assessments or charges imposed by any federal, state, county or municipal authority or government; all maintenance and repairs of the Common Areas of the Facility; the cost of day-to-day maintenance; the cost of janitorial services and security services; insurance premiums for fire, extended coverage, liability, business interruption insurance and other insurance that Landlord and Ground Lessor deem necessary for the operation of the Facility; trash and snow removal; landscaping; all services, supplies and other expenses for operating the Facility, parking areas and common areas; license fees, impact fees and other Facility related governmental or Ground Lessor charges, if any applicable to the Facility whether pursuant to the Ground Lease or from action of any governmental entity of competent jurisdiction and all other charges and fees by whatever name called payable by or charged to Landlord by Ground Lessor under or pursuant to the Ground Lease even though the charge or fee may by Section of the Ground Lease other than Section 4A call such charge or fee a rent excepting only the "Ground Rental" as specifically defined in Section 4A of the Ground Lease which Ground Rental is dealt with in Section 3.04 of this Lease; out -of-pocket and also direct costs in connection with managing and administering the Facility; the cost, including interest, amortized over its useful life, of any improvement made to the Facility by Landlord after the date of this Lease which is required under any governmental law or regulation that was not applicable to the Facility at the time the Facility was constructed or is required by Port Authority under the Ground Lease; the cost, including interest, amortized over its useful life, of the installation of any device or other equipment which improves the operating efficiency of any system within the Facility and thereby reduces operating expenses to the extent such reduction in operating expenses exceeds the cost of acquisition and installation; and all utilities not separately metered to a tenant or to the Tenant. Upon receipt of a statement of Base Expenses and Tenant's Share of Expenses, Tenant shall pay to Landlord monthly, Tenant's Share of Expenses, in addition to Base Rent, which payment shall be due and payable at the same time that Base Rent is due. Landlord agrees to provide to Tenant within a reasonable period of time at the end of each calendar year of the Lease Term, a statement of actual Base Expenses incurred with respect to the operation of the Facility covering the preceding year. In the event that under the terms of Section 3.01 Tenant is only to pay a pro rata portion of a month, Tenant's Share of Expenses, if any, shall be similarly prorated for said month. The payments specified in this Section shall be in addition to, and not in lieu of, other payments required under this Lease. Landlord may from time to time estimate in advance the Base Expenses for the ensuring Calendar Year and Tenant's Share of Expenses for such year in which event Tenant shall pay one-twelfth (1/12) thereof or larger

appropriate fraction in the case that portion of the Calendar Year starting with the Rental Commencement Date and ending with the next December 31 if the Rental Commencement Date is any date other than January 1, and also in the case of that portion of the Calendar Year beginning with the January 1 immediately prior to the Expiration Date of the Term of this Lease and ending with the Expiration Date if the Expiration Date is any date other than December 31) to Tenant at the same time that monthly Base Rent is due and Landlord and Tenant shall, within ninety (90) days following each Calendar Year, account between them for any underpayment or overpayment of the total of estimated Tenant's Share of Expenses as compared to Tenant's Share of Expenses based upon the actual Base Expenses (operating expenses) experience by Landlord for such Calendar Year by Tenant's paying to Landlord an amount equal to the underpayment on demand or by Landlord paying to Tenant an amount equal to the overpayment). As used herein, the term "Calendar Year" means not only the twelve (12) month period beginning January 1 and ending the next following December 31 contained within that part of the Term of this Lease beginning with and including the Rental Commencement Date and ending with the and including the Expiration Date of the Term of this Lease, but also the partial Calendar Years at the beginning and end of said part of the Term.

3.03 Other Passthroughs. From and after the Rental Commencement Date, Tenant shall also pay one hundred percent (100%) of all fees and charges by whatever name called (other than Ground Rental as specifically stated in Section 4A of the Ground Lease) payable by Landlord or Tenant under the Ground Lease attributable to this Lease or the Tenant's business at or use of the Premises including without limitations charges based upon Tenant's handling of cargo. Such payments shall be due and payable to Landlord at the times provided in the Ground Lease or upon Landlord's demand or, at the option of Ground Lessor or Landlord directly to Ground Lessor at the times provided in the Ground Lease or separate agreement between Ground Lessor and Tenant, or upon Ground Lessor's demand.

3.04 Ground Rent. In addition to the Base Rent Tenant shall pay annual Ground Rental of $1.55 per square foot ("Original Per Square Foot Ground Rental") which Landlord is required to pay under the terms of the Ground Lease. Tenant also agrees to pay to Landlord in monthly installments, as additional rent, the Tenant's proportionate ("Tenant's Ground Rental Percentage") share (which Tenant's Ground Rental Percentage shall be determined according to the ratio of the Ground Lease area attributable to the Premises of 6107 square feet bears to the total Ground Lease area of 294,251 square feet, as this adjusts from time to time) of any increase in said Ground Rental including but not limited to all future other additions to or increases in the Ground Rental under the Ground Lease including, without limitation, increases resulting from computations based upon increases in a consumer price index and increases in the Port Authority's cost of Airport Services and other costs and expenses all as provided for in Section 4A, the whole Additional Payment set forth in Section 4C of the Ground Rent, and the Additional Land Rental provided in Section 5(y) of the Ground Lease (other than the 5% provided by subclause (ii) of Subsection 5(y)(l) if caused by Landlord's termination under Section 56 of the Ground Lease), and increases resulting from the increase in the Rental constant factor as provided in Section 4A(3)(y) of the Ground Lease, (excepting only (i) those particular increases in the Ground Rentals resulting from Landlord's late construction of the Second Phase as provided in Section 4A(h) of the Ground Lease and (ii) increases, if any, in Ground Rentals agreed to in the future by Landlord and Ground Lessor not provided for or contemplated in the Ground Lease.

LATE CHARGE

4. Other remedies for non-payment of Rent notwithstanding, if the monthly payment of Base Rent is not received by Landlord on or before the tenth (10th) day of the month for which the Base Rent is due, or if any other payment due Landlord by Tenant is not received by Landlord on or before the tenth (10th) day of the month next following the month in which such payment is due as herein provided or in which Tenant was invoiced, a late charge of ten percent (10%) percent of such past due amount for each month such amount is past due shall be due and payable as Additional Rent in addition to such amounts owned under this Lease.

PARTIAL PAYMENT

5. No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder.

USE OF PREMISES

6. Tenant shall use and occupy the Premises as administrative offices for its cargo operation or for officers of subtenants for which Tenant is providing handling services and for no other purpose. The Premises shall not be used for any illegal purpose, nor in

violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass nor in any manner that will violate the Ground Lease or Basic Lease. Landlord represents that the aforesaid use is permitted under the Ground Lease and Basic Lease. In the event Tenant uses the Premises in a manner that violates the Ground Lease or Basic Lease, Landlord will notify Tenant and Tenant shall have a reasonable period of time to cure such violation.

REPAIRS BY LANDLORD

7. Tenant, by taking possession of the Premises, shall accept and shall be held to have accepted the Premises as suitable for the use intended by this Lease. Landlord shall not be required, after possession of the Premises has been delivered to Tenant, to make any repairs or improvements to the Premises, except, on written notice from Tenant, repairs necessary for safety and tenantability, and customary office building maintenance. Landlord shall be responsible for repair of exterior walls, common areas and structural and mechanical repairs, provided such repairs are not occasioned by Tenant, Tenant's invitees or anyone in the employ or control of Tenant.

REPAIRS BY TENANT

8. Tenant shall, at its own cost and expense, maintain the Premises in a neat and clean, first-class condition, including all necessary repairs and replacements. Tenant shall further, at his own cost and expense, repair or restore any damage or injury to all or any part of the Building and/or common areas and/or airport caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant, (ii) the moving of any Property into or out of he Premises; provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs and replacements and the costs of such repair or replacements shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant with the monthly installment of Base Rent next due hereunder.

ALTERATIONS AND IMPROVEMENTS

9. Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining in writing Landlord's written consent for such alterations or additions, which shall be at the sole discretion of Landlord. Any alterations, physical additions or improvements shall at once become the Property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any physical additions or improvements in order to restore the Premises to the condition which existed as of the date of Tenant's occupancy. The costs of any such alterations, additions or improvements shall be borne by Tenant. Landlord shall, under no circumstances during the term of this Lease, be required to carry any insurance on or to indemnify any party in case of the damage or loss to said alterations, additions or improvements or to improvements made by Landlord for the benefit of Tenant; and, provided further, that under no circumstances shall Landlord be required to pay, during the term of this Lease, any ad valorem or Property tax on such alterations, additions or improvements, Tenant hereby covenanting to pay all such taxes when they become due. In the event any alterations, additions, improvements or repairs are to be performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved by Landlord. Landlord agrees to assign to Tenant any rights it may have against the contractor of the Premises with respect to any work performed by said contractor in connection with improvements made by Landlord at the request of Tenant.

LANDLORD'S FAILURE TO GIVE POSSESSION

10. Landlord shall not be liable for damages to Tenant for failure to deliver possession of the Premises to Tenant at the commencement of the term if such failure is due to no fault of Landlord, to the failure of any construction or remodeling of the Premises by Tenant to be completed or to the failure of any previous tenant to vacate the Premises. Landlord will use its best efforts to give possession to the Tenant at the beginning of the Tenant's term.

ACCEPTANCE AND WAIVER

11. Landlord shall not be liable to the Tenant, its agents, employees, guests or invitees (and, if Tenant is a corporation, its officers, agents, employees, guests or invitees) for any damage caused to any of them due to the Building or any part or appurtenances thereof being improperly constructed or being or becoming out of repair, or arising from the leaking of gas, water, sewer or steam pipes, or from electricity, but Tenant, by moving into the Premises and taking possession thereof, shall accept, and shall be held to have accepted the Premises as suitable for the purposes for which the same are leased, and shall accept and shall be held to have accepted the Building and every appurtenances thereof, and Tenant by said act waives any and all defects therein; provided, however, that this paragraph shall not apply to any damages or injury caused by or resulting from the negligence of Landlord.

REMOVAL OF

12. If not in default hereunder, Tenant may, prior to the expiration of the term of

FIXTURES

this Lease, or any extension thereof, remove any fixtures and equipment which it has placed in the Premises which can be removed without significant damage to the Premises, provided Tenant repairs all damages to the Premises caused by such removal.

ENTERING PREMISES

13. Landlord may enter the Premises at reasonable hours provided that Landlord's entry shall not unreasonably interrupt Tenant's business operations and that prior notice is given when the case permits (and, if in the opinion of Landlord any emergency exists, at any time and without notice): (a) to make repairs, if any, which Landlord under the terms hereof must make to the Premises or adjacent Premises, or repairs on the Building; (b) to inspect the Premises to see that Tenant is complying with all of the terms and conditions hereof and with the rules and regulations hereof; (c) to remove from the Premises any articles or signs kept or exhibited therein in violation of the terms hereof; and (d) to exercise any other right or perform any other obligation that Landlord has under this Lease. Landlord shall be allowed to take all material into and upon the Premises that may be required to make any repairs, improvements and additions, or any alterations, without in any way being deemed or held guilty of trespass or any eviction of Tenant. The Rent reserved herein shall in no wise abate while said repairs, alterations or additions are being made and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant because of the prosecution of any such work.

GENERAL LIABILITY OF TENANT

14. Tenant shall indemnify and save harmless Landlord against all claims for damages to persons or Property by reason of the use or occupancy of the Premises, and all expenses incurred by Landlord because of Tenant's use and occupancy, including attorney's fees and court costs. Tenant shall be liable for and shall hold Landlord harmless in connection with damage or injury to Landlord, the Premises and the property and persons of Landlord's other tenants, or anyone else, if due to act or neglect of Tenant, or of anyone in his control or employ.

INSURANCE AND WAIVER OF SUBROGATION

15. (a) Tenant shall keep in force at Tenant's expense as long as this Lease remains in effect and during such other times as Tenant occupies the Premises or any part thereof, public liability insurance for Landlord and Tenant's protection covering the Premises and Tenant's use thereof, such coverage to be in amount of at least $5,000,000.00 per occurrence, on an occurrence basis. Tenant shall also keep in force as set forth above, fire, extended coverage and water damage insurance of Tenant's personal property, including, but not confined to inventory, trade fixtures, floor coverings, furniture and all other property of Tenant whether removable or not at termination of this Lease, including leasehold betterments and improvements; such insurance on leasehold betterments and improvements shall be in amounts sufficient to cover the full replacement cost of any repair or reconstruction from any such hazard during the entire term of this Lease, such insurance naming the Landlord as an additional named insured as its interest may appear. Tenant shall provide an insurance certificate to Landlord evidencing such coverages prior to Tenant's occupancy.

(b) Landlord shall keep in force public liability, fire, extended coverage and water damage insurance insuring Landlord's interest in the Building and the Premises.

(c) Tenant shall not do or suffer to be done, or keep anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, including, but not limited to, public liability, or which will prevent Landlord from securing such policies in companies acceptable to Landlord. If permitted to be done or suffered to be done by Tenant or kept in, upon and about the Premises or Building which shall cause the rate of fire or other insurance on the Premises or Building in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Premises or the Building for the permitted use or permitted uses made thereof, Tenant shall pay, as Additional Rent hereunder, the amount of any such increase promptly upon demand by Landlord and shall cease such action until such payment is made.

(d) Tenant waives any rights of action against Landlord for loss or damage to its improvements, fixtures and personal Property in the Premises, except damage caused by gross negligence or willful misconduct of Landlord, its agents or employees.

GOVERNMENTAL REQUIREMENTS

16. Tenant shall, at its own expense, promptly comply with all requirements of any legally constituted governmental or public authority made necessary by reason of Tenant's occupancy of the Premises.

ABANDONMENT OF PREMISES

17. Tenant agrees not to abandon or vacate the Premises during the term of the Lease and to use said Premises for the purpose herein leased until the expiration hereof.

ASSIGNMENT AND SUBLETTING

18. Tenant may not, without the prior written consent of Landlord, assign the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. In the event that Tenant is a corporation or some other entity other than an individual, any sale of a majority or controlling interest in Tenant shall be considered an assignment for purposes of this paragraph. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. Permitted subtenants or assignees shall become liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant's liability hereunder.

DEFAULT

19. If Tenant shall default in the payment of Rent herein reserved when due and fails to cure such default within ten (10) days after written notice of such default is given to Tenant by Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent, and fails to cure such default within thirty (30) days after written notice of such default is given to Tenant by Landlord; or if Tenant is adjudicated a bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, if Tenant's effects should be levied upon or attached under process against Tenant and not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord, at its option, may exercise any or all of the remedies set forth in Paragraph 20 below.

REMEDIES

20. Upon the occurrence of any default set forth in Paragraph 19 above which is not cured by Tenant within the applicable cure period provided therein, Landlord may exercise all or any of the following remedies: (i) terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date specified in such notice and all rights of Tenant under this Lease shall expire and terminate as of such date, Tenant shall remain liable for all obligations under this Lease up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice, and if Tenant fails to so surrender Landlord shall have the right, without notice, to enter upon and take possession of the Premises and to expel and remove Tenant and its effects without being liable for prosecution or any claim of damages therefor; (ii) terminate this Lease as provided in the immediately preceding subsection and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including without limitation, (a) the total rent which would have been payable hereunder by Tenant for the period beginning with the day following the date of such termination and ending with the Expiration Date of the term as originally scheduled hereunder, minus (b) the aggregate actual rent received by Landlord from a substitute tenant for the same period, plus (c) the costs of recovering the Premises, and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, reasonable attorneys' fees, plus (d) the unpaid Rent earned as of the date of termination, plus interest, all of which sum shall be immediately due and payable by Tenant to Landlord; (iii) without terminating this Lease, declare immediately due and payable the present value (using a discount rate of 8%) of all Rent due under this Lease for the entire remaining scheduled term of this Lease, together with the costs of recovering the Premises and all other expenses incurred by Landlord in connection with Tenant's default, plus the unpaid Rent earned as of the date of termination, plus interest thereon; Landlord and Tenant acknowledging that such payment shall not be deemed a penalty but shall merely constitute payment of liquidated damages, it being acknowledged by both parties that Landlord's actual damages, in the event of such default, would be extremely difficult, if not impossible, to ascertain; (iv) without terminating this Lease, and without notice to Tenant, Landlord may in its own name, but as agent for Tenant enter into and take possession of the Premises and re-let the Premises, or a portion thereof, as agent of Tenant, upon any terms and conditions as Landlord may deem necessary or desirable (Landlord shall have no obligation to attempt to re-let the Premises or any part thereof. Upon any such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the term of this Lease.); (v) allow the Premises to remain unoccupied and collect Rent from Tenant as it becomes due; or (vi) pursue such other remedies as are available at law or in equity. Tenant waives any and all rights of redemption it may have under any laws or in equity.

DESTRUCTION OR DAMAGE

21. If the Premises are partially or totally destroyed (or so substantially damaged as to be untenantable) by storm, fire, earthquake, or other casualty, Landlord shall notify Tenant in writing whether Landlord deems in its sole discretion that restoration is practicable and feasible, and if deemed infeasible, this Lease shall terminate as of the date of such destruction or damage and Rent shall be accounted for between Landlord and Tenant as of that date. If Landlord deems that restoration is practicable and feasible,

Rent shall abate in such proportion as the use of the Premises has been destroyed, and Landlord shall restore the Premises (except for any inventory, trade fixtures, floor coverings, furniture or any personal property of Tenant which shall be restored by Tenant) to substantially the same condition as before the damage occurred as soon as practicable, whereupon full Rent shall recommence. Tenant shall make the insurance proceeds for the leasehold improvements available to Landlord for such work.

EMINENT DOMAIN

22. If the whole of the Premises, or such portion thereof as will make the Premises unusable as determined in the sole discretion of the Landlord, is condemned or taken by any legally constituted authority for any public use or purpose, then the term hereby granted shall cease from that time when possession thereof is taken by the condemning authorities, and Rent shall be accounted for as between Landlord and Tenant as of that date. If a portion of the Premises is so taken, but not such amount as will make the Premises unusable as determined in the sole discretion of the Landlord, this Lease shall continue in full force and effect and the Rent shall be reduced prorata in proportion to the amount of the Premises so taken. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such condemnation or taking, and all awards for such condemnation or taking shall be made solely to Landlord.

SERVICE OF NOTICE

23. Except as otherwise provided by law, Tenant hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this Lease, the person in charge of or occupying the Premises at the time of such proceeding or notice; and if no person be in charge or occupying the Premises, then such service of notice may be made by attaching the same to the front entrance of the Premises. A copy of all notices under this Lease shall also be mailed to Tenant at the following address: Worldwide Flight Services, Inc., Building 51, Newark International Airport, Newark, New Jersey 07114, Attention: Manager - Finance and Administration. All notices to Landlord shall be sent to Landlord at the following address: Airis Newark, L.L.C., 646 Kentucky Street, Scottsdale, Georgia 30079 with a copy to Sales, Goodloe & Golden L.L.C., One Peachtree Center, Suite 4320, 303 Peachtree Street, Atlanta, Georgia 30308, Attention: Stephen H. Goodloe, Esq. All notices required to be given hereunder may be sent via certified mail return receipt requested or via overnight delivery providing proof of delivery to the addresses set forth above. Notices shall be deemed received upon actual delivery, provided that refusal to accept delivery shall constitute delivery for all purposes hereunder.

MORTGAGEE'S RIGHTS

24. Tenant agrees that this Lease shall be subject to and subordinate to any deed to secure debt, mortgage, sale and leaseback, assignment of leases or other security interest now or hereafter granted by Landlord with respect to the Premises (hereafter collectively referred to as "Security Documents"). Tenant agrees upon request of the holder of any Security Documents ("Holder") to hereafter execute such paper or papers which the counsel for Landlord or Holder may deem necessary to evidence the subordination of the Lease to the Security Documents. In the event of a foreclosure pursuant to any Security Documents, Tenant shall thereafter remain bound pursuant to the terms of this Lease as if a new and identical Lease between such foreclosing party, as landlord, and Tenant, as tenant, had been entered into for the remainder of the term hereof and Tenant shall attorn to the Purchaser upon such foreclosure sale and shall recognize such Purchaser as the Landlord under the Lease.

TENANT'S ESTOPPEL

25. Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent has been paid, that Tenant is not in default hereunder and has no offsets or defenses against Landlord under this Lease, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default).

ATTORNEY'S FEES

26. If any Rent owing under this Lease is collected by or through an attorney, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees.

PARKING

27 No rights to any parking spaces are granted under this Lease; however, Tenant shall be entitled to use twelve (12) spaces in the parking facilities located on the Property in common with other tenants in the Building and the Project and two (2) spaces within the AOA perimeter of the facility's airside. Landlord reserves the right to relocate, and to make alterations or additions to such parking facilities at any time.

Tenant shall pay Thirty and No/100 Dollars ($30.00) per month for each parking space, commencing on the Effective Date, payable in advance on the monthly Base Rent due dates. The monthly charge per parking space is subject to increase annually by using the

same formula, the same Inflation Factors and CPI and caps on the CPI increases all as provided in Section 3.01 for the increases in the monthly Base Rent, except of course, the monthly charge for a parking space is used in such computations instead of a monthly Base Rent number.

WASTE DISPOSAL

28. (a) All normal trash and waste (i.e., waste that does not require special handling pursuant to subparagraph (b) below) shall be disposed of through the janitorial service.

(b) Tenant shall be responsible for the removal and disposal of any waste deemed by any governmental authority having jurisdiction over the matter to be hazardous or infectious waste or waste requiring special handling, such removal and disposal to be in accordance with any and all applicable governmental rules, regulations, codes, orders or requirements. Tenant hereby indemnifies and holds harmless Landlord from and against any loss, claims, demands, damage or injury Landlord may suffer or sustain as a result of Tenant's failure to comply with the provisions of this subparagraph (b).

SURRENDER OF PREMISES

29. Whenever under the terms hereof Landlord is entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord in the same condition as on the Effective Date hereof, natural wear and tear only excepted, and Tenant shall remove all of his property therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary without being guilty of forcible entry, detainer, trespass or other tort. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Upon vacating the Premises, Tenant agrees to clean the Premises thoroughly or to pay Landlord for the cleaning necessary to restore the Premises to their condition when Tenant's possession commenced, natural wear and tear excepted, regardless of whether any security deposit has been forfeited.

CUMULATIVE RIGHTS

30. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

PARAGRAPH TITLES; SEVERABILITY

31. The paragraph titles used herein are not to be considered a substantive part of this Lease, but merely descriptive. If any paragraph or provision herein is held invalid by a court of competent jurisdiction, all other paragraphs or severable provisions of this Lease shall not be affected thereby, but shall remain in full force and effect.

DAMAGE OR THEFT OF PERSONAL PROPERTY

32. All personal property brought into the Premises shall be at the risk of the Tenant only and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of co- tenants, or other occupants of the Building, or any other person, except, with respect to damage to the Premises, as may be occasioned by the negligent or willful act of the Landlord, its employees and agents.

HOLDING OVER

33. In the event Tenant remains in possession of the Premises after the expiration of the term hereof, with Landlord's acquiescence and without any express written agreement of the parties, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof, except that the monthly rental shall be at double the monthly Base Rent payable hereunder. There shall be no renewal of this Lease by operation of law or otherwise.

SECURITY DEPOSIT

34. Upon Tenant's execution of this Lease, Tenant shall pay to Landlord the sum of $12,094.76 (hereinafter referred to as "Security Deposit"), which shall be held by the Landlord during the term of this Lease, or any renewal thereof. Under no circumstances will Tenant be entitled to any interest on the Security Deposit. The Security Deposit may be used by Landlord, at its discretion, to apply to any amount owing to Landlord hereunder, or to pay the expenses of repairing any damage to the Premises, except natural wear and tear occurring from normal use of the Premises, which exists on the day Tenant vacates the Premises, but this right shall not be construed to limit Landlord's right to recover additional sums from Tenant for damages to the Premises. In addition to any other rights available to Landlord hereunder, the Security Deposit shall be forfeited in any event if Tenant fails to occupy the Premises as Tenant for the full term of this Lease, or if this Lease should for any reason whatsoever be terminated prior to the normal Expiration Date of the term. In no event shall Tenant be entitled to apply the Security Deposit to any Rent due hereunder. The right to retain the Security Deposit shall be in addition and not alternative to Landlord's other remedies under this Lease or as may be provided by law and shall not be affected by summary proceedings or other proceedings to recover possession of the Premises. Upon sale or conveyance of the Building, Landlord may transfer or assign the Security Deposit to any new owner of the Premises, and upon such transfer all liability of Landlord for the Security Deposit shall terminate. Landlord shall be entitled to commingle the Security Deposit with its other funds.

WORK LETTER

35. The Work Letter attached hereto as Exhibit "B" is hereby made a part of this Lease, the provisions of which shall control in the event of a conflict with the provisions contained in this Lease.

QUIET ENJOYMENT

36. Tenant, upon payment in full of the required Rent and full performance of the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the term hereof subject to the Ground Lease and Basic Lease. Landlord shall not be responsible for the acts or omissions of any other tenant, Tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

ENTIRE AGREEMENT

37. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

LIMITATION OF LIABILITY

38. Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the Building, as such interest is constituted from time to time, and neither Landlord nor any partner of Landlord, or any officer, director, shareholder, or partner of any partner of Landlord, shall have any personal liability whatsoever with respect to this Lease.

39. Intentionally Omitted.

CORPORATE AUTHORITY

40. If Tenant executes this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly organized and validly existing corporation, that Tenant has full right, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

BROKERS

41. Tenant and Landlord warrant that they have had no dealings with any broker or agent in connection with this Lease. Landlord and Tenant covenant to pay, hold harmless and indemnify each other from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent utilized by the indemnitor with respect to this Lease or the negotiation thereof.

PAYMENT OF UTILITY CHARGES

42. If any utility service to the Premises is separately metered, Tenant shall pay the bill applicable to such meter as the same is billed from the utility provider.

EXHIBITS

43. The following Exhibits as attached hereto and made a part hereof:
Exhibit A - Site Plan of location of Premises
Exhibit B - Work Letter

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, the day and year first above written.

LANDLORD:

By: AIRIS NEWARK, L.L.C.

Name: David C. Garrett III
Title: David C. Garrett III
President

(CORPORATE SEAL)

TENANT:

By: WORLDWIDE FLIGHT SERVICES, INC.

Name: Peter O Rapson
Title: PRES + CFO

(CORPORATE SEAL)

CORPORATE SEAL DELAWARE

EXHIBIT A

Site Plan of location of Premises

EXHIBIT B

WORK LETTER

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 11th day of April, 200 1, before me, the subscriber, a notary public of New York, personally appeared Frank A. DiMola the Asst. Director of **THE PORT AUTHORITY OF NEW YORK AND NEWJERSEY**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

(notarial seal and stamp)

LINDA C. HANDEL
Notary Public, State of New York
No. 01HA6035589
Qualified in New York County
Commission Expires January 3, 2002

LINDA C. HANDEL
Notary Public, State of New York
No. 01HA6035589
Qualified in New York County
Commission Expires January 3, 2002

STATE OF Georgia)
) ss.
COUNTY OF DeKalb)

On this 3 day of January, 200 1, before me, the subscriber, a Notary Public personally appeared DAVID C. GARRETT III the _____ President of **AIRIS NEWARK, L.L.C.** who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

(notarial seal and stamp)

Notary Public, Gwinnett County, Georgia
My Commission Expires April 2, 2004

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 21st day of MARCH, 2001, before me, the subscriber, a NOTARY PUBLIC, personally appeared PETER A. PAPPAS the CEO AND President of **WORLDWIDE FLIGHT SERVICES, INC.**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

TRAVA JANE CAGLE
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/18/2004

(notarial seal and stamp)

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE LESSEE AND SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Lease No. ANA-884
Newark International Airport

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT AGREEMENT, dated as of December 13, 2000, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and AIRIS NEWARK, L.L.C. (hereinafter called the "Lessee") and AMERICAN AIRLINES, INC. (hereinafter called the "Sublessee"),

WITNESSETH, That:

WHEREAS, the Port Authority leased to the Lessee and the Lessee hired and took from the Port Authority certain premises (hereinafter called the "Premises") at Newark International Airport (hereinafter called "the Airport") as described in a certain agreement of lease made effective and dated as of July 1, 1996, and identified by Port Authority Lease No. ANA-884 (said agreement of lease, as the same may have been or may hereafter be supplemented and amended, being hereinafter called "the Lease"); and

WHEREAS, the Lessee has requested the consent of the Port Authority to a proposed sublease agreement (a copy of which is attached hereto, hereby made a part hereof, and hereinafter called the "Sublease") between the Lessee and the Sublessee dated as of March 3, 1999;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of March 3, 1999, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding any provision of the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Lessee or the Sublessee on the earlier to occur of the day preceding the date of expiration or

earlier termination of the Lease or the Sublease, or such earlier date for the expiration or termination of the Sublease as the Lessee and the Sublessee may agree upon. The Sublessee shall quit the premises and remove its property for which it is responsible therefrom on or before termination of the Sublease.

3. If the Lessee shall at any time be in default under the Lease, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent Agreement, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. (a) Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring any rights, powers or privileges to the Sublessee as may be provided by the Sublease if not granted to the Lessee under the Lease, nor shall they impair or affect any of the duties, liabilities and obligations imposed on the Lessee under the Lease. The Sublease is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the Sublease shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. It is the intention of the Port Authority hereunder merely to permit the exercise of the Lessee's rights and privileges thereunder by the Sublessee (to the extent permitted by the Lease and this Consent Agreement). The specific mention of or reference to the Port Authority in any part of the Sublease, including without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall in all respects be controlling, effective and determinative.

(b) No provisions of the Sublease, including but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering action which may be undertaken by the Lessee or the Sublessee, including but not limited to, those involving signs, construction, insurance, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this Consent to specific matters and provisions as contained in the Sublease shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) With respect to this Consent Agreement, the Lessee and the Sublessee understand and agree that although the Lessee is permitted under the Lease to perform services and functions for itself the Lessee may not and is expressly prohibited from performing any services or functions at the Airport for the Sublessee (even though the Lessee may perform the same for itself pursuant to the Lease) which are performed by organizations at the Airport authorized by permit from the Port Authority to perform such services or functions, unless the Lessee is specifically authorized by permit to perform such services or functions for other aircraft operators at the Airport and the Premises and in such event said services and functions shall be performed pursuant thereto. The Lessee, however, may make the necessary arrangements with the authorized organizations performing such services or functions at the Airport to have such services or functions performed for the Sublessee by such organizations or the Sublessee may perform such services and functions itself.

5. The Sublessee, in its operations under and in connection with the Sublease and its use and occupancy of the Premises, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Lease to the extent that such obligations relate to the portion of the Premises covered by the Sublease.

6. Without in any wise affecting the obligations of the Lessee under the Lease and under this Consent Agreement and notwithstanding the terms and provisions of the Sublease (but without limiting the rights and duties of the Lessee and the Sublessee as between themselves), the parties agree as follows:

(a) With respect to the sublet premises, the Sublessee shall make repairs and replacements as if it were the Lessee under the

Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority, its Commissioners, officers, employees and representatives for its and their costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Agreement by the Sublessee or out of its operations under the Sublease or at the Premises, or out of the use of the Premises by the Sublessee or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Sublessee at the Premises, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport, including claims and demands of the City of Newark from which the Port Authority derives its right in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of Newark against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) Each policy and each certificate with respect to the insurance naming the Port Authority as an additional insured under Article 8 of the Sublease shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

7. This Consent Agreement may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the

Lessee and the Sublessee and no such revocation shall be deemed to affect the Lease or the continuance thereof, but the Sublease shall be deemed terminated thereby.

8. The granting of this Consent Agreement by the Port Authority shall not be deemed to operate as a waiver of the rights of the Port Authority, or as a consent to any subsequent sublease agreement (by the Lessee or by the Sublessee) or to any assignment of the Lease or to any assignment of the Sublease or of any rights under any of the foregoing, whether in whole or in part.

9. Reference herein to the "Lessee" or the "Sublessee" shall mean and include the Lessee and the Sublessee and their respective officers, agents, employees and also others at the Premises or the Airport with the consent of either the Lessee or the Sublessee.

10. The Lessee hereby represents to the Port Authority that the Lessee has complied with and will comply with, and the Sublessee hereby represents to the Port Authority that the Sublessee has complied with and will comply with, all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or that affect, respectively, the operations of the Lessee or the Sublessee, under the Lease or the Sublease, or its or their use and occupancy of the Premises. The obligation of the Lessee and the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

11. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

12. Nothing contained in this Consent Agreement or the Sublease, including but not limited to Article 6 thereof, shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises, including without limitation, the installation of any signs at the Airport. The Lessee and Sublessee agree that no construction or

installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Lease and of the Sublease and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority.

13. The Sublease shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

14. Nothing contained herein shall create or be deemed to have created a landlord tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Premises shall in all events be and remain subject and subordinate to the Lease.

15. If the Lessee or the Sublessee should fail to pay any amount required under this Consent Agreement when due to the Port Authority, or any fees or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described during the entirety of which such amounts remain unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Paragraph, with respect to such unpaid amount. Nothing in this Paragraph is intended to, or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation, the Port Authority's rights set forth in Paragraph 7 hereof or (ii) any obligations of the Lessee or the Sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charge, then, in such event, each

such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

16. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Said designated officer or representative of the Port Authority and the Lessee and their respective offices shall be as set forth in the Lease and Sublease. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. This Agreement may be executed in counterparts.

18. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) FRANCIS A. DIMOLA ASSISTANT DIRECTOR AVIATION DEPT.

(Seal)

ATTEST:

Secretary

AIRIS NEWARK, L.L.C.

By

(Title) President

(Corporate Seal)

ATTEST:

Secretary

Charles D. MarLett
Corporate Secretary

AMERICAN AIRLINES, INC.

By

(Title) President

(Corporate Seal)

APPROVED:
FORM | TERMS

SUB-LEASE AGREEMENT

Dated: March 3rd, ~~1998~~ 1999

By and Between

AIRIS NEWARK, L.L.C., a Georgia
limited liability company

("Landlord")

and

AMERICAN AIRLINES, INC.,

a corporation under the laws of
Delaware and in good standing and qualified to do
business in New Jersey

("Tenant")

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SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT ("Lease") is made and entered into this 3rd day of March, 1999, by and between AIRIS NEWARK, L.L.C., a Georgia limited liability company (hereinafter referred to as "Landlord"), and AMERICAN AIRLINES, INC., a corporation formed under the laws of _____ and in good standing and qualified to do *business in New Jersey (hereinafter referred to as "Tenant").*

WITNESSETH:

For and in consideration of the covenants and agreements hereinafter set forth to be performed by Tenant, Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord the Premises hereinafter described, for the term, at the rental, and subject to all of the terms, covenants and conditions hereinafter set forth.

ARTICLE 1.

PREMISES

Section 1.01 Premises. Landlord hereby subleases to Tenant and Tenant hereby subleases *from Landlord that certain building space and exterior area (hereinafter, the "Premises")* containing approximately 21,862 square feet of building rentable floor area of cargo operations space, of which approximately 6,697 square feet of building rentable floor area may be used for administrative space and approximately (but not less than) 20,479 square feet of outdoor GSE area, the approximate locations of which are shown and marked as the AMERICAN AIRLINES areas on Exhibit "A" attached hereto and incorporated herein for all purposes. The final exact square footages described in this Section 1.01 shall be determined by Landlord's architect certificate as determined in accordance with AIA document D-101 and delivered to Tenant on or before the Commencement Date. The Premises are located or are to be located on a portion of that certain lot or parcel of land (the "Land") situated at the Newark International Airport (the "Airport"), the legal description of which lot or parcel of land is set forth in Exhibit "B" attached hereto and incorporated herein for all purposes, and on which lot or parcel and on a contiguous lot or parcel (any of which may be expanded) Landlord is currently constructing a special-use air cargo facility or facilities (the "Facility"). The Facility is being constructed in two phases. The *first phase is completed and consist of (i) an approximate 192,000 square foot building in which* the administrative and cargo operations spaces of other tenants in the Facility will be located and (ii) the outdoor improvements on which the ground service equipment area ("GSE") and aircraft apron areas of other tenants in the Facility will be located. The second phase will consist of (i) an approximately 80,000 square foot building in which the administrative and cargo operations spaces of the Premises and the administrative and cargo operations spaces of another tenant or other tenants in the Facility will be located, and (ii) outdoor improvements for GSE areas. The GSE area leased hereby to the Tenant is leased subject to the nonexclusive easement which is hereby reserved in favor of Landlord and Landlord's other tenant or tenants in the Facility for

necessary aircraft, motor vehicle, and pedestrian ground traffic of Landlord and of the other tenant or tenants in the Facility. Landlord grants to Tenant a non-exclusive easement for Tenant's necessary aircraft, motor vehicle and pedestrian ground traffic across the GSE area in the Facility immediately adjacent to the SAS GSE area in Phase 1 and Tenant "B" GSE area in Phase 2 as shown on Exhibit A.

Landlord may amend the aforesaid improvements, add to or take away land, and/or relocate the same, provided the Premises is not changed. The Site and Floor Plan attached as Exhibit A is not a warranty or representation that the Facility shall be built as shown thereon, but is merely attached to show the approximate location of the Premises.

Landlord further grants to Tenant a non-exclusive easement appurtenant to, and for the benefit of, the Premises for the purpose of ingress and egress by Tenant, its employees, agents, visitors, invitees and licensees, between the Premises and a city street or public way outside the Airport, subject to changes therein and substitutions thereto, as provided in the Ground Lease, defined hereinbelow. Tenant hereby acknowledges and agrees that the use of all roadways, taxi lanes and taxiways and other means of ingress and egress granted herein shall be subject to (i) the rules and regulations of the Ground Lessor (defined in the next paragraph of this Section) now in effect or hereafter promulgated for the safe and efficient operation of the Airport, (ii) the right of the Ground Lessor to temporarily or permanently close, or consent to or request the closing of, any roadway, other means of ingress and egress and any other area at the Airport presently or hereafter used as such, so long as an alternate, reasonably equivalent means of ingress and egress shall be available to Tenant, and (iii) the rights of Landlord to redefine and relocate such easement(s) from time to time to facilitate development of the Facility and orderly operation thereof.

Landlord's interest in the Facility is a leasehold in the Land under a ground lease (the "Ground Lease") from The Port Authority of New York and New Jersey (sometimes herein called the "Port Authority" or the "Ground Lessor"). A copy of the Ground Lease is attached as Exhibit "D" hereto. Any and all liability and obligations of the Landlord hereunder and any obligation of the Landlord to construct the improvements to be located on the Land, as set forth herein, shall be subject to the Ground Lease and Basic Lease. The term "Ground Lease" as used in this Lease means the Ground Lease titled "Agreement of Lease" dated as of July 1, 1996, entered into with the Port Authority of New York and New Jersey ("Ground Lessor") and as same may be hereafter amended. The Ground Lease itself is a sub-lease in that the Ground Lessor is the lessee of the Airport under a lease dated October 22, 1947 as heretofore and hereafter amended (the "Basic Lease") from the City of Newark ("Basic Lessor") to The Port Authority of New York and New Jersey, the predecessor of the Ground Lessor.

Section 1.02 Construction of Building Shell and Tenant Improvements.

(A) Tenant has received a copy of the Final Facility Plans, a list of which is attached hereto as Exhibit G. Tenant hereby approves and accepts the Final Facility Plans. The

Final Facility Plans are the plans and specifications for the shell improvements for the building in which the indoor parts of the Premises are to be located (such improvements being referred to herein as the "Building Shell") and the plans and specifications for the improvements for the outdoor parts of the Premises (such improvements being referred to herein as the "Outdoor Improvements") as well as the Tenant Improvements, which are the improvements to be made by Landlord to the Building Shell to accommodate Tenant. For purposes of this Lease, the plans and specifications for the Tenant Improvements, Building Shell and the Outdoor Improvements (and related site plans, parking plans, building elevations, traffic circulation plans and other plans relating to the development of the building in which the Premises are to be located) shall be referred to herein as the "Building Shell Plans". Landlord has caused or shall cause construction of the Phase 1 and Phase II Building Shells and Outdoor Improvements to be commenced and carried forward with reasonable diligence and without abandonment. It is expressly agreed and understood that this Lease contemplates that the Landlord shall be obligated to contract and finish the Building Shells and Outdoor Improvements only to the extent and in the state and condition specified in the Building Shell Plans, with such changes as may be mutually agreed to in writing.

(B) Tenant shall pay to Landlord as reimbursement for such plans and specifications, $2,500.00 within ten (10) days of billing by Landlord. Landlord has caused to be prepared, at Tenant's expense, working drawings and specifications (hereinafter the "Working Drawings") for the construction of the Tenant Improvements. Tenant hereby approves and accepts the Working Drawings and the plans and specifications referenced above in (A). Such Working Drawings shall be called the "Approved Tenant Improvement Plans" and same as well as the other plans and specifications referenced in (A) above are listed on Exhibit G. Tenant shall reimburse Landlord the entire cost and expense for preparation of the Working Drawings and all modifications thereto such cost having been predetermined and agreed upon, plus an administration fee of 15 percent of such cost. Such amount shall be paid within ten (10) days of Landlord's billing the same to Tenant. All other work, including but not limited to, all labor, material, equipment, and systems including, without limitation, cargo floor locker/toilet/break room facilities, cooler room and equipment, high valve/vault storage facilities, battery recharge area, and accommodations for the certain specialty cargo equipment being installed and supplied by Tenant (being dock levelers, scissors lift, seals, foundation modifications for specialized dock equipment, lifts and scales), and office improvements, consisting of interior partitions, doors, interior finishes, communication system, distribution and an electrical system distribution as set forth on the Approved Tenant Improvement Plans, floors and ceilings, lighting, specialty millwork and window coverings and ETV, racks, cargo handling equipment, moving equipment, scales, furnishings, all other fixtures and equipment and certain other tenant specialty items) necessary to make the Premises fully available for Tenant's move-in and operation shall be provided and installed by Tenant at Tenant's cost and are referred to as "Tenant Supplied Improvements". All such work to be undertaken by Tenant shall be completed by licensed contractors approved by Landlord and Ground Lessor.

(C) The construction of the Tenant Improvements and other landlord work shall thereafter be carried forward with reasonable diligence and without abandonment until

completed substantially in accordance with the working drawings and plans and specifications set forth on the list attached as Exhibit G, with such minor changes as may be necessary or required, provided that such changes will not have any substantial adverse effect on the suitability of the Tenant Improvements for normal business operations of Tenant. Any changes requested by Tenant which cause an increase in the price of the construction contract shall be paid for by Tenant at the time the contract is modified plus an additional 15% of such amount as Landlord's construction fee. During the course of construction of the Tenant Improvements, Landlord shall regularly schedule job progress meetings frequently enough to permit regular monitoring of construction and scheduling of the Tenant Improvements. Landlord and/or Landlord's representative shall furnish Tenant reasonable prior notice of such meetings. It is expressly agreed and understood that this provision contemplates that Landlord shall be obligated to contract and finish (or cause to be contracted and finished) the Tenant Improvements, subject to reimbursement of the cost of changes requested by Tenant (as set forth above), from Tenant but only to the extent and in the state and condition specified in the list on Exhibit G, subject to the provisions stated below and exclusive of the Tenant Supplied Improvements. Tenant agrees to accept delivery of the Tenant Improvements as so constructed and in such state and condition, upon delivery by Landlord.

(D) Tenant shall undertake all work in connection with the installation of Tenant Supplied Improvements and all other interior improvements and additions to the Building Shell and same shall be made timely and at Tenant's own cost and expense, in a workmanlike manner, in compliance with plans and specifications timely submitted to Landlord and Ground Lessor for their review, and disapproval or approval, and by a contractor and subcontractors who are subject to Landlord's and Ground Lessor's prior approval and in a manner so as not to injure the Building Shell, Outdoor Improvements, and Tenant Improvements and so as not to interfere with or delay the construction of the Building Shell, Outdoor Improvements or Tenant Improvements or the contractors or subcontractors constructing such improvements and subject to coordination by and with Landlord's contractors and subcontractors. Tenant shall undertake the Tenant Supplied Improvements immediately upon delivering of the Premises from Landlord subject to Landlord and Ground Lessor reviewing and approving the contractor and subcontractors for such work and further provided such work is done in a manner which shall not injure the Building Shell, Outdoor Improvements, and so as not to interfere with or delay the construction of the Building Shell, Outdoor Improvements, and Tenant Improvements, contractors or subcontractors constructing such improvements. The construction contract to be entered into between Tenant and the contractors to perform the Tenant's Supplied Improvements shall be in form and substance mutually acceptable to Landlord and Ground Lessor and shall comply with the various provisions of the Ground Lease. The contract shall provide that upon execution and approval of the same and delivery of the Premises to Tenant the contractor shall immediately cause the construction of the Tenant's Supplied Improvements in substantial accordance with the plans approved by Landlord and Ground Lessor. The construction of the aforesaid improvements shall thereafter be carried forward with reasonable diligence and without abandonment until completed, however, in any event, the same shall be completed within sixty (60) calendar days after the commencement of such work. In the course of the construction of

such improvements Tenant shall regularly schedule job progress meetings with Landlord frequently enough to permit regular monitoring of construction and the schedule so that the same is completed within sixty (60) calendar days. It is expressly agreed and understood, and all persons dealing with Tenant with respect to any Tenant Supplied Improvements or additions are hereby put on notice that Tenant shall have no power or authority to cause or attempt to cause any lien of any kind or character to attach against the Facility, or any part thereof, or the real property on which the Facility is situated, or any interest therein, on account of such improvements or additions. It is further agreed that in the event any person, firm or corporation who shall furnish any labor and/or materials for the construction or installation of any Tenant Supplied Improvements or additions shall claim or assert any lien against the Facility, or any part thereof, or the real property on which the Facility is situated, or any interest therein, it shall be the obligation of Tenant and Tenant agrees to promptly cause such claimed or asserted lien to be fully released and shall indemnify and hold harmless Landlord and Ground Lessor and Basic Landlord, and Landlord's and Ground Lessor's and Basic Landlord's officers, agents, employees from and against all claims and demands of third persons arising or alleged to arise in whole or in part out of the performance of the construction and installation of all such Tenant Supplied Improvements and additions.

(E) *Prior to the final completion of construction of the Tenant Improvements,* Tenant shall, upon prior written consent of Landlord and Ground Lessor, such consent of Landlord not to be unreasonably withheld, have the right to install the Tenant Supplied Improvements in and/or about the Premises. However, in the event Tenant elects to exercise such right, any such installation shall be at the sole risk of Tenant and Tenant shall indemnify and hold Landlord and Ground Lessor harmless from all costs, damages, claims and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord or Ground Lessor as a result of such installation by Tenant. Further, Tenant agrees that in connection with such installation, Tenant and its agents, contractors and employees shall not interfere with or delay the work of Landlord's contractors or subcontractors in or at the Premises or the Facility.

(F) Since Landlord is undertaking the construction of the Tenant Improvements as set forth in (C) above, upon completion of construction of the Tenant Improvements, as aforesaid, Landlord will (i) notify Tenant in writing that the Premises are ready for Tenant's installation of the Tenant Supplied Improvements and Tenant's occupancy and provide a Certificate of Occupancy (or other similar certificate, permit or occupancy letter which may be issued by the Ground Lessor to allow occupancy of the Premises) and (ii) tender possession of the Premises to Tenant. Within fifteen (15) calendar days after Tenant's initial occupancy of the Premises, Tenant shall give written notice to Landlord as to those items which are not in compliance with the Approved Tenant Improvement Plans by designating same on a "punch list", except that said timely notification shall not apply to any latent defects which are not apparent upon a reasonable inspection of the Tenant Improvements. If Tenant shall fail to deliver such "punch list" to Landlord within said fifteen (15) calendar day period, Tenant shall be deemed to have accepted the Premises, including, without limitation, construction and installation of the Tenant Improvements. Tenant agrees upon receipt of the notice set forth in (i) above to

commence the Tenant Supplied Improvements work and to diligently and continuously proceed with the same to completion. In any event, Tenant agrees to complete all such work on or before sixty (60) calendar days after receipt of the notice set forth in (i) above.

ARTICLE 2.

TERM

Section 2.01 Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit or addendum hereto, the term of this Lease shall commence (the "Commencement Date") as of the earlier of (i) the first day that all of the following has occurred: substantial completion of the Building Shell, the Outdoor Improvements, and the Tenant Improvements (if being constructed by Landlord as set forth in Section 1.02(C)) and the issuance of a Certificate of Occupancy for the Premises part of the Building Shell, (or other similar certificate, permit or occupancy letter which may be issued by the Ground Lessor to allow occupancy of the Premises part of the Building Shell), or (ii) the first day of Tenant's occupancy and opening for business of the Premises, and shall end (the "Expiration Date") on the last day prior to the 10th anniversary of the Commencement Date if the Commencement Date is the first day of a calendar month, but if the Commencement Date is any day other than the first day of a calendar month, the last day just prior to the 10th anniversary of the first day of the first full calendar month following the calendar month in which the Commencement Date occurred, unless sooner terminated pursuant to this Lease (the "Lease Term"). Landlord and Tenant agree, at the request of either, to execute a declaration in the form attached hereto and made a part hereof as Exhibit "C" specifying the Commencement Date and Expiration Date of the Lease Term.

Section 2.02 Delay in Commencement. Landlord estimates that the Premises will be ready for occupancy by Tenant on or about April 1, 1999. Tenant agrees that in the event of the inability of Landlord for any reason to deliver possession of the Premises to Tenant on the Commencement Date set forth in Section 2.01, Landlord shall not be liable for any damage thereby nor shall such inability affect the validity of this Lease or the obligations of Tenant hereunder, but in such event Tenant shall not be obligated to pay rent or other monetary sums until Landlord has delivered possession of the Premises to Tenant. In the event Landlord shall not have delivered possession of the Premises to Tenant by April 1, 2000 as extended by a period of time equal to the sum of the periods of time of delay caused by Tenant (the "Termination Date"), Tenant at its option (to be exercised within the thirty (30) days following the Termination Date) may terminate this Lease and, upon Landlord's return of any monies previously deposited by Tenant, the parties shall have no further rights or liabilities under this Lease.

ARTICLE 3.

RENT

Section 3.01 Base Monthly Rent. Tenant covenants and agrees to pay to Landlord a net lease base rental as follows:

Beginning on the date ("Rental Commencement Date") which is the Commencement Date, Tenant hereby agrees to pay to Landlord an annual rent of Five Hundred Fifty Eight Thousand One Hundred Thirteen Dollars and 50/100 ($558,113.50), which Base Rent is based upon an annual rental rate of $17.77 per square foot of gross rentable area of cargo space (based on 21,862 square feet of gross rentable area of cargo space), an annual rental rate of $18.54 per square foot of gross rentable area of administrative/office space (based on 6,697 square feet of gross rentable area of administrative/office space), an annual rate of $2.22 per square foot of gross rentable area of GSE area (based on 20,479 square feet of gross rentable area of GSE area). The foregoing rate of Base Rent is based upon the assumption that the Premises contains the above-listed square footage of gross rentable area for the respective above-listed areas. However, if prior to the Commencement Date, it should be determined that the Premises contains more or less square feet of gross rentable area of one or more of the different areas, then the Base Rent shall be adjusted accordingly based on the respective annual rates per square foot of gross rentable area aforestated. The aforesaid Base Rent shall be paid for each year during the term in equal monthly installments in advance. Each monthly payment shall be due on the 1st day of each month in an amount equal to $46,509.46. In the event of any partial month within the term such monthly payment shall be prorated based on a 30-day month.

The Base Rent and corresponding monthly payment, as above determined taking into account the adjustment for a change in a square footage number(s), shall be further increased during the Lease Term as follows: (i) on the first (1st) anniversary of the Rental Commencement Date, the Base Rent specified hereinabove shall be increased to an amount equal to the lesser of (a) the product obtained by multiplying the Base Rent in effect for the preceding twelve-month period times 1.03, or (b) the product obtained by multiplying the Base Rent in effect for the preceding twelve-month period times the Year 1 Inflation Factor (as hereinafter defined); and (ii) on each subsequent annual anniversary of the aforesaid increase the Base Rent and corresponding monthly payment shall be further increased during the remainder of the Lease Term (individually a "Every-Year-Anniversary" and collectively "Every-Year-Anniversaries") to an amount equal to the lesser of (a) the product obtained by multiplying the Base Rent in effect for the preceding twelve-month period times 1.03, or (b) the product obtained by multiplying the Base Rent in effect for the preceding twelve-month period times the Every-Year-Anniversary Inflation Factor (as hereinafter defined). The Every-Year-Anniversary Inflation Factor means the CPI for the calendar month of the date which is ninety (90) days preceding the particular Every-Year-Anniversary in question divided by the CPI for the calendar month of the date which is one (1) year prior to the date in question. As used herein, the term "Year 1 Inflation Factor" means the CPI (as hereinafter defined) for the calendar month of the date which is ninety (90) days

preceding the first (1st) anniversary of the Rental Commencement Date divided by the CPI for the calendar month of the date which is ninety (90) days preceding the Rental Commencement Date. "CPI" means the National Consumer Price Index for New York City (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"), or any successor agency of the United States that shall issue such indices. In the event that (i) the Bureau ceases to use the 1982-1984 average of 100 as a basis of calculation, or (ii) a substantial change is made in the number or character of "market basket" items used in determining the CPI, or (iii) Landlord and Tenant mutually agree in writing that the CPI does not accurately reflect the purchasing power of the dollar, or (iv) the CPI should be discontinued for any reason, Landlord shall designate from indices supplied by the Bureau an alternative index comparable to the CPI together with information which will make possible the conversion to the alternative index in computing the Inflation Factors. If for any reason the Bureau does not furnish such an index or such information, the parties shall thereafter accept and shall use such other index of comparable statistics on the cost of living for the county in which the Premises is located, as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by Landlord, but subject to the reasonable approval of Tenant. At least twenty (20) days prior to any date on which the Base Rent is to be increased pursuant to the foregoing provisions, Landlord will submit to Tenant a statement of the amount of such increase and the calculation upon which such increase is based.

All sums due as Base Rent, additional rent or any other sums due hereunder shall be paid in United States funds.

Tenant shall also pay, as additional rent, all other sums of money that shall become due from and payable by Tenant to Landlord under this Lease. Landlord shall also have the same remedies for default for the payment of additional rent as are available to Landlord in the case of default in the payment Base Rent. The Base Rent, together with any adjustments of rent provided for herein then in effect, shall be due and payable on the first day of each calendar month during the Lease Term and any extension or renewal thereof. Tenant hereby agrees to so pay such rent to Landlord at Landlord's address herein provided (or such other address as Landlord may designate to Tenant in writing from time to time) monthly in advance, without demand, counterclaim or offset. If the Lease Term terminates on other than the last day of the month, then the installment on Base Rent for such month shall be prorated based on the number of days in such month which are a part of the Lease Term and the installment so prorated shall be paid in advance on the first day of the last month of the Lease Term, as the case may be. In addition to the administrative late charge set forth hereinafter, any payment past due over thirty (30) days shall accrue interest thereon from the due date until paid at the lesser of (i) the maximum nonusurious rate of interest permitted by applicable law, or (ii) an annual interest rate of eighteen percent (18%).

Section 3.02 Operating Expenses. In addition to the Base Rent provided in Section 3.01 above and from and after the Rental Commencement Date, Tenant shall pay to Landlord in monthly installments as additional rent the product obtained by multiplying the ratio ("Tenant's

Expense Percentage") that the cargo operations area of the Premises bears to the total rented cargo operations areas, as this is adjusted from time to time, of the Facility times all of the operating expenses of the Facility ("Base Expenses") (which product shall be referred to herein as "Tenant's Share of Base Expenses"). Base Expenses shall include, but not be limited to, the following: real and personal property taxes, assessments or charges imposed by any federal, state, county or municipal authority or government; all maintenance, repairs, and replacements; the cost of janitorial services and security services; the cost of removal of rubbish, debris, and garbage, leasing of equipment, cost of signs and the maintenance and energy for the same, insurance premiums for fire, extended coverage, liability, rent interruption and other insurance that Landlord and Ground Lessor deem necessary for the operation of the Facility; trash and snow removal; landscaping; all services, supplies, repairs, replacements and other expenses for maintaining and operating the Facility, the cost of all personnel to administer, clean, maintain, supervise, regulate, including but not limited to, all payroll, payroll taxes, insurance, parking areas and common areas; license fees, impact fees and other Facility related governmental or Ground Lessor charges, if any applicable to the Facility whether pursuant to the Ground Lease or from action of any governmental entity of competent jurisdiction and all other charges and fees by whatever name called payable by or charged to Landlord by Ground Lessor under or pursuant to the Ground Lease, including but not limited to, items for repair, maintenance, replacement and installation, but excepting only the "Ground Rental" as defined in the Ground Lease which Ground Rental is dealt with in Section 3.03 of this Lease; the cost, including interest, amortized over its useful life, of any improvement made to the Facility by Landlord after the date of this Lease which is required under any governmental law or regulation that was not applicable to the Facility at the time the Facility was initially constructed; the cost, including interest, amortized over its useful life, of the installation of any device or other equipment which improves the operating efficiency of any system within the Facility and thereby reduces operating expenses to the extent such reduction in operating expenses exceeds the cost of acquisition and installation; the cost, including interest, amortized over its useful life of any equipment used in the operation, maintenance or cleaning of the Facility or Land; all utilities not separately metered to a tenant or to the Tenant; and fees payable to Landlord for the management or operation of the Facility. Base expenses shall not include the portion of any amount directly chargeable by the terms of this Lease to a particular tenant other than the Tenant which is a party to this Lease. Upon receipt of a statement therefor, Tenant shall pay to Landlord monthly in advance Tenant's Share of Base Expenses in addition to Base Rent, which payment shall be due and payable at the same time that Base Rent is due. Landlord agrees to provide to Tenant within a reasonable period of time at the end of each calendar year of the Lease Term a statement of actual Base Expenses incurred with respect to the operation of the Facility covering the preceding year. In the event that under the terms of Section 3.01 Tenant is only to pay a pro rata portion of a month, Tenant's Share of Base Expenses, if any, shall be similarly prorated for said month. The payments specified in this section shall be in addition to, and not in lieu of, other payments required under this Lease. Landlord may from time to time estimate in advance the Base Expenses for the ensuing Lease Year and Tenant's Share of Expenses for such year in which event Tenant shall pay one-twelfth thereof to Tenant at the same time that Base Rent is due (except that Tenant's obligation to pay Tenant's Share of Expenses shall start on the Commencement Date (which is prior to the Rental Commencement Date) and

Landlord and Tenant shall, within ninety (90) days following each Lease Year, account between them for any underpayment or overpayment of the total of estimated Tenant's Share of Expenses as compared to Tenant's Share of Expenses based upon the actual Base Expenses (operating expenses) experienced by Landlord for such Lease Year by Tenant's paying to Landlord an amount equal to the underpayment on demand or by Landlord's paying to Tenant an amount equal to the overpayment). As used herein, the term "Lease Year" means a period of one (1) year, the first such Lease Year to begin on the Commencement Date and to end at the close of the twelfth full calendar month following the Commencement Date; thereafter, each Lease Year shall consist of successive periods of twelve calendar months. Tenant shall also pay to the Landlord 100% of all fees and charges by whatever name called payable by Landlord or Tenant under the Ground Lease attributable to this Lease or the Tenant's business at or use of the Premises, such payment being due and payable to Landlord at the times provided in the Ground Lease or upon Landlord's demand or, at the option of Landlord directly to Ground Lessor at the times provided in the Ground Lease or upon Ground Lessor's demand. Tenant's obligation under this Section 3.02 starts on the Commencement Date (which is prior to the Rental Commencement Date). All fees and charges due under the Ground Lease (except the "Ground Rental" payable by Landlord) shall be considered attributable to this Lease and/or Tenant's business at or use of the Premises, however for any such fee or charge attributable to more than Tenant's Premises within the Ground Lease area, the portion of the fees and charges attributable to the Premises shall be determined by multiplying such fee or charge by the ratio set forth in the first sentence of this Section 3.02.

Section 3.03 Ground Rent. The calculation of Base Rent does not include the annual ground rental or any increases thereto (estimated to be $1.55 per square foot for 1997 calendar year) which Landlord is obligated to pay under the terms of the Ground Lease. Tenant will pay to Landlord Tenant's proportionate share (which proportionate share shall be determined using the Tenant's Expense Percentage) of the entire ground rental and any increases paid by Landlord each year of the term in equal monthly installments in advance. Such per square foot amount is based on the entire land area leased under the Ground Lease including the land area upon which Phase One and Phase Two have been or are being constructed. In addition Tenant shall pay to Landlord Tenant's proportionate share (which proportionate share shall be determined using the Tenant's Expense Percentage) of any other charges payable by Landlord to Ground Lessor in addition to those currently being charged for which Tenant is liable hereunder. Tenant's obligation under this Section 3.03 starts on the Commencement Date (which is prior to the Rental Commencement Date). If the Commencement Date is other than the first day of a month, then the amount for such partial month will be the applicable monthly amount times a fraction, the numerator of which is the number of days from and including the Commencement Date through the end of such month, and the denominator is 30.

Section 3.04 Security Deposit. On or before the tenth day after execution of this Sub-Lease Agreement, Tenant shall deposit with Landlord the sum of $100,000.00 (the "Security Deposit"), which sum may either be deposited in cash or in the form of an unconditional and irrevocable letter of credit, issued by a United States Bank with an A rating or better, which letter

of credit shall be issued for a term of one (1) year and shall be automatically renewed annually so that such letter of credit shall remain in effect until the date which is thirty (30) days after the Expiration Date of this Lease, and shall otherwise be in form and substance reasonably acceptable to Landlord. The Security Deposit is computed at an amount equal to approximately two months' Base Rent as initially stated in Section 3.01. In the event the Base Rent becomes adjusted prior to the Closing Date because of the changes and adjustments provided for in Section 3.01, then the Security Deposit shall likewise be adjusted accordingly. Said Security Deposit shall be held by Landlord as a security deposit for the faithful performance by Tenant of all economic payments (including but not limited to payments of Base Rent and obligation towards the ground rental under the Ground Lease) of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provisions relating to the payment of rent and any of the monetary sums due therewith, Landlord may (but shall not be required to) draw down, use, apply or retain all or any part of the Security Deposit for the payment of any sum which Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said Security Deposit is so applied, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount; Tenant's failure to do so within said ten (10) day period shall be a material breach of this Lease. In the event the Security Deposit is in the form of cash, Landlord shall be required to keep the Security Deposit separate from its general funds bearing interest at a commercial rate which interest shall become part of the Security Deposit. If Tenant shall fully and faithfully perform each and all of its obligations under this Lease, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the Lease Term (or any renewal term) and after Tenant has vacated the Premises. In the event of a transfer of Landlord's position under this Lease and if said Security Deposit is delivered to Landlord's successor in interest, Landlord is thereupon released from all liability for the return of said Security Deposit or the accounting therefor.

ARTICLE 4.

USE OF PREMISES

Section 4.01 Permitted Use. The Premises shall be used and occupied only by Tenant and only for the following specific purposes and for no other purposes whatsoever without obtaining the prior written consent of Landlord and Ground Lessor: the handling of air cargo of Tenant and other airlines using the Airport and necessary and incidental activities incidental to the aforesaid handling of air cargo. Notwithstanding the foregoing, Tenant may have employees of Tenant's contractors on the Premises in furtherance of Tenant's use as aforesaid and provided such employees are under the supervision and general control of Tenant. Landlord or Ground Lessor may require that all of Tenant's employees be in uniform and/or carry identification badges, acceptable to Landlord and Ground Lessor.

Tenant covenants with and warrants and represents to Landlord that the Premises shall be used and occupied only for the purposes set forth in this Section 4.01 hereinabove and that the

performance of the activities permitted under this Section 4.01 shall be solely for Tenant and not for any other entity whatsoever, except as otherwise specifically provided under both this Lease and the Ground Lease.

Section 4.02 Prohibited Uses.

(A) Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with this Lease or will in any way conflict with or cause a breach under the Ground Lease or Basic Lease or conflict with or violate any law, statute, zoning restriction, deed restriction, ordinance or any environmental or governmental rules or regulations or requirements now in force or which may hereafter be enacted or promulgated and Tenant shall at its sole cost and expense promptly comply with all said laws and regulations. Tenant shall not use the Premises for any purpose which is illegal, or which in Landlord's reasonable opinion, creates a factual or legal nuisance.

(B) Tenant shall not do or permit anything to be done in or about the Premises which (i) will increase the existing rate of insurance upon the Premises or the building of which the Premises is a part, or the Facility (unless Tenant shall pay such increased premises) or cause the cancellation or reduction of coverage of any insurance policy covering said Premises or any building of which the Premises may be a part or located at the Airport, or (ii) which, in the opinion of the Landlord or Ground Lessor, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Lease, nor shall Tenant sell or permit to be kept, used or sold in or about said Premises, any articles which may be prohibited by a standard form policy of fire insurance.

(C) Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of any building of which the Premises may be a part or the Facility. Tenant shall not commit, or suffer to be committed, any waste in or upon the Premises. Tenant shall conduct its operations on the Premises and the Airport in a safe and careful manner.

(D) Tenant shall conduct its operations in the Airport in an orderly and proper manner, so as not to unreasonably annoy, disturb or be offensive to others at or off the Airport. Tenant shall take all reasonable measures, with respect to its operations, to (i) eliminate vibrations originating on the Premises tending to damage any equipment, structure, building or portion of a building located at or off the Airport, and (ii) keep the sound level of operations on the Premises as low as possible.

(E) Tenant shall not violate any provision of the Airport Building Code or the Airport Fire Code.

(F) Tenant shall not permit the accumulation of paper, cans, bottles, wrappers, rags, trash, junk or debris on the Premises. No garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or deposited into or upon the Airport, Facility (outside the Premises), waters at or bounding the Airport, but shall be removed from the Premises in an orderly, efficient and proper manner. Tenant agrees to promptly comply with any clean-up notices given to Tenant by either Landlord or Ground Lessor. Failure by Tenant to comply with any such cleanup notice shall constitute a material default by Tenant under this Lease entitling Landlord to exercise any remedy set forth in Article XIII hereof.

(G) Tenant shall not commit or permit to be committed any unlawful nuisance or waste on or injury to the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the Premises.

(H) Tenant shall not cause or create or permit to be caused or created upon the Premises, or on the Airport derived from operations at the Premises, any obnoxious odors or smoke, or noxious gases or vapors. The creation of exhaust fumes by the normal operation of aircraft engines, so long as the same are operated and maintained properly, shall not be a violation of this Section.

(I) Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communication system, electrical system, fire-protection system, sprinkler system alarm system, fire estate and hoses and other systems, if any installed or located on, under, or in the Premises or elsewhere at the Airport.

(J) Tenant shall not dispose of nor permit anyone to dispose of any waste material taken from aircraft, or otherwise, (whether liquid or solid) by means of the toilets (other than for human waste), manholes, sanitary sewers or storm sewers at or approximate to the Premises or elsewhere on the Airport, except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Landlord and Ground Lessor.

(K) Tenant shall not keep or store, or permit to be kept or stored, during any 24-hour period flammable liquids within any enclosed portion of the Premises in excess of the Tenant's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 100°F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association.

(L) Tenant shall not start or operate or permit another to start or operate any engine or any item of automotive equipment in any enclosed space on the Premises, unless such space is adequately ventilated and unless such engine or item of automotive equipment is

equipped with a proper spark-arresting device which has been approved by the Landlord and Ground Lessor.

(M) Tenant shall not operate or cause or allow to be operated aircraft engines in or around the Premises other than for the purpose of taxiing or maneuvering aircraft to and from the Premises or in connection with authorized aircraft maintenance and repair of the Premises.

(N) Except as otherwise provided herein, Tenant shall not keep or store or permit to be kept or stored, aviation fuel on the Premises.

(O) Tenant shall not install, operate or maintain or allow the installation, operation or presence at the Premises of any public address system without the prior written approval of the Landlord and Ground Lessor.

(P) Tenant shall not fuel or defuel or allow the fueling or defueling of equipment in any enclosed portion of the Premises, except as provided in the Ground Lease

Section 4.03 Non-Discrimination.

(A) Without limiting the generalities of any of the provisions of this Lease, as a part of the consideration hereof, Tenant hereby acknowledges, covenants and agrees as a covenant running with the land (1) that no person on the grounds of race, creed, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises by Tenant; (ii) that in the construction of the improvements provided for in this Lease and the furnishing of services on the Premises by Tenant, no person on the grounds of race, creed, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, a or otherwise be subject to discrimination; and (iii) that Tenant shall use the Premises, maintain and operate its facilities and provide its services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, *Nondiscrimination in Federally Assisted programs of the Department of Transportation-* Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations orders or directions of the United States of America with respect thereto which from time to time may be applicable to Tenant's operations on the Premises or at the Airport, whether by reason of agreement between Landlord and/or Ground Lessor and the United States Government, or otherwise. Tenant shall indemnify and hold harmless Landlord and Ground Lessor from any claims and demands of third persons and the United States of America resulting from Tenant's non-compliance with the provisions of this Section 4.03 and Tenant shall reimburse Ground Lessor and Landlord for any loss or expense incurred by reason of such non-compliance.

(B) Tenant hereby agrees that Landlord and Ground Lessor shall have the right, but not the obligation, to take any such action as the United States of America may direct to enforce the covenants and agreements of this Section 4.03 or such other action as is otherwise provided herein.

ARTICLE 5.

TENANT'S COMPLIANCE WITH GROUND LEASE, RULES AND REGULATIONS

Section 5.01 Ground Lease.

(A) Landlord has furnished Tenant a true copy of the Ground Lease. By execution of this Lease, Tenant acknowledges receipt of such copy and agrees not to cause and not to permit any breach of Landlord's covenants under the Ground Lease relating to Tenant's use and occupation of the Premises and to be bound by all the terms and provisions of the Ground Lease. Tenant agrees to perform all of Landlord's obligations under the Ground Lease as the same applies to the Premises or the Airport including rules and regulations except for the payment of Ground Rentals under the Ground Lease. Tenant shall indemnify Landlord against all actions, expenses, claims and demands made, suffered or sustained by the Landlord as a result of breach by the Tenant of the covenants as aforesaid, except Landlord's covenant to pay Ground Rentals under the provisions of said Ground Lease. Tenant's obligations under this Section 5.01 or other sections of this Lease under which Tenant undertakes responsibilities with respect to the Ground Lease are in addition to and cumulative to the obligations of Tenant under sections of this Lease that may call for the same or similar compliance, action, or inaction by Tenant and do not preempt the fields or subjects covered. However in the event this Lease permits or authorizes or does not prohibit action or inaction by the Tenant, but such action or inaction by Landlord as a tenant or lessee under the Ground Lease is prohibited, the Ground Lease shall govern.

(B) Without limiting the generality of any other term or provision hereof, Tenant hereby acknowledges and agrees as follows:

(1) This Lease is subject and subordinate to all of the terms, covenants, conditions, and provisions of the Ground Lease and the rights of the Ground Lessor thereunder, and the Basic Lease and the rights of Basic Lessor thereunder, and this Lease shall terminate and expire, without notice to Tenant, on the earliest to occur of the termination of this Lease, as provided herein, or the termination of the Ground Lease as provided therein, or the termination of the Basic Lease as provided therein.

(2) Tenant shall be bound by and subject to all of the terms and provisions of the Ground Lease with respect to Tenant's occupancy and use of the Premises thereunder and activities on or about the Premises, to the same extent and with like effect as to the Ground Lessor as if Tenant were Landlord, including, but not limited to the obligations of

Landlord under the Ground Lease dealing with law compliance, compliance with Airport rules and regulations, the conduct of prohibited activities and operations, rights of entry and non-discrimination.

(3) Tenant shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, age or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E and that no person shall be excluded on the aforementioned grounds from participating in or receiving the services or benefits of any program or activity covered by 14 C.F.R. Part 152, Subpart E. Tenant shall require that its covered suborganizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

(4) This Lease is subject to the prior written approval and. consent of Ground Lessor and such approval and consent is a condition precedent to the validity and effectiveness of this Lease.

Section 5.02 Landlord's Rules and Regulations. To facilitate the safe and orderly operation and care and cleanliness of the Premises and the Facility, Landlord may promulgate reasonable rules and regulations which shall not be inconsistent with the proper and rightful enjoyment of the Premises by Tenant and for the preservation of good order therein. Landlord shall also from time to time make reasonable amendments and additions to said rules and regulations. Tenant agrees that said rules and regulations shall be observed and performed by Tenant, its employees and agents, and Tenant further agrees that it shall not permit conduct in violation thereof by its invitees and licensees. All such rules and regulations hereafter to be established by Landlord shall form a part of this Lease as if now set forth at length herein. Any rules and regulations established by Landlord which are required by Ground Lessor shall be deemed reasonable and binding on Tenant.

Section 5.03 Compliance with Laws, Rules and Regulations. Tenant agrees to comply and cause its employees, agents, invitees and licensees to comply, with reasonable promptness after being advised thereof, with all rules, regulations, orders and directives, pertaining to the Airport, now in existence or hereafter promulgated by the Ground Lessor or by any governmental authority or agency having jurisdiction thereover in the interest of health, safety, sanitation and good order at the Airport and the economic and efficient operation of the Airport and to cause its various tenants, invitees and licensees to comply with all present and future federal, state and municipal laws, statutes, ordinances and regulations hereafter enacted or promulgated, which may apply to the Airport or apply to or affect the use of the Premises and the Airport by Tenant. Tenant agrees to promptly make all nonstructural improvements, repairs and alterations to any and all facilities located in the Premises when required by law, ordinance, rule, order or regulation. Further, Tenant shall also comply and cause its employees, agents, invitees and licensees to comply with all valid and applicable rules, orders and regulations of (i) the police,

health and fire departments, and (iii) the National Board of Fire Underwriters or similar organization for the prevention of fire or for the correction of unhealthy or hazardous conditions. Tenant shall procure from all governmental authorities having jurisdiction over the operations of Tenant hereunder all licenses, certificates, permits or other authorization which may be necessary for the conduct of such operations.

Section 5.04 Environmental Compliance Definitions.

(A) Hazardous Substances. As used below, "Hazardous Substances" shall mean any substances, or materials which are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), The Federal Water Pollution Control Act as now or hereafter amended, the Hazardous Materials Transportation Uniform Safety Act of 1990, as now or hereafter amended, and The Resource Conservation and Recovery Act, as now or hereafter amended ("RCRA").

(B) Hazardous Substance Laws. As used below, "Hazardous Substance Laws" shall mean any and all federal, state and local laws, ordinances, regulations and standards relating to the sale, generation, production, manufacture, refining, analysis, transportation, treatment, storage, handling, disposal or use of any Hazardous Substances or Hazardous Wastes.

(C) Hazardous Waste. As used below, "Hazardous Waste" shall mean any solid waste designated as hazardous waste or Hazardous Substance pursuant to any applicable state or local Hazardous Substance Laws, as now or hereafter amended, or as otherwise provided by federal or state law.

(D) Hazardous Substances or Wastes. As used below, "Hazardous Substances or Waste" shall mean Hazardous Substances, Hazardous Waste, or both.

(E) Environmental Laws. As used below, Environmental Laws" shall mean all federal, state or local statutes, laws, regulations or ordinances relating to industrial hygiene, worker and community safety and protection of the environment including, but not limited to, Hazardous Substance Laws.

Section 5.05 Environmental Cleanup Responsibility Act. Tenant shall, at Tenant's own expense, comply with The Environmental Cleanup Responsibility Act, and all other applicable Environmental Laws and the regulations promulgated thereunder ("ECRA"). In this regard, Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the particular governmental agencies (the "Bureau"), including but not limited to, the New Jersey Department of Environmental Protection (NJDEP) and their successor bureaus and agencies, provided that Tenant shall not submit any information, documents or affidavits to the Bureau or NJDEP without Landlord's written consent prior to

submission, which consent shall not be withheld unreasonably. Should the Bureau or any division of NJDEP require that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of Hazardous Substances or Waste at the Premises which occur during the Lease Term, then Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurance, and carry out the approved plans. Tenant's obligations hereunder shall arise if there is a cessation, termination, or transfer of Tenant's operations at the Premises pursuant to ECRA or any other applicable governmental law which requires any action, including any remediation action, or upon the occurrence of any other act, omission or event which subjects Tenant or Tenant's use to the requirements of ECRA, or upon the occurrence of any other act, omission or event which subjects Tenant or Tenant's use to the requirements of ECRA, Tenant shall indemnify, defend and save Ground Lessor and Landlord harmless from fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with Tenant's failure to provide all information, make submissions and take all actions- required by the Bureau, NJDEP or any division of NJDEP. Tenant's obligations and liabilities under this Section 5.05 shall continue so long as Tenant remains responsible for any spills or discharges of Hazardous Substances or Waste at the Premises which occur during the Lease Term.

Section 5.06 Environmental Permits and Licenses. Tenant shall, at its own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required under any Environmental Laws for Tenant's use of the Premises or any part of the Airport.

Section 5.07 Handling of Hazardous Substances and Waste. Tenant shall cause any and all Hazardous Substances or Waste removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and waste. Tenant shall in all respects generate, manufacture, refine, transport, treat, store, handle, or dispose of any and all Hazardous Substances or Waste in, on, under, on about the Premises in conformity with all applicable Hazardous Substance Laws and prudent industry practices regarding management of such Hazardous Substances or Waste. Upon expiration or earlier termination of the Lease Term, Tenant shall cause all Hazardous Substances or Waste to be removed from the Premises (except such Hazardous Substances or Waste, if any, as were located on the Premises prior to the commencement of Tenant's occupancy thereof) and to be transported for use, treatment, storage, or disposal in accordance and compliance with all applicable Hazardous Substance Laws; provided, however that Tenant shall not take any remedial action in response to the presence of any Hazardous Substances or Waste in, on or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with any party in respect of any claims relating to any Hazardous Substances or Waste in any way connected with the Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene, or otherwise appropriately assert and protect Landlord's interest with respect thereto.

Section 5.08 Environmental Damages; Notices. If at any time Tenant shall become aware, or has reasonable cause to believe, that any Hazardous Substance or Waste has come to be

located in, on or about the Premises, immediately upon discovering such presence or suspected presence of any Hazardous Substance or Waste, Tenant shall take the appropriate remedial steps under the circumstances to mitigate damage or prevent future harm. Additionally, Tenant shall give written notice of that condition to Landlord and notify the appropriate authorities as required by law. In addition, Tenant shall notify Landlord immediately in writing of (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened against Tenant pursuant to any Hazardous Substance Law, (ii) any claim made or threatened by any person against Tenant relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Substances or Waste, and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Substances or Waste in, on or about, or removed from the Premises, including any inquiries, complaints, notices, warnings, or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all inquiries, claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises, or Tenant's use thereof. Upon written request of Landlord, Tenant shall deliver promptly to Landlord copies of manifests reflecting the legal and proper disposal of all Hazardous Substances or Waste removed from the Premises.

Section 5.09 Correspondence Regarding Environmental Laws. Tenant shall promptly provide Landlord with (i) all documentation and correspondence by and between Tenant and NJDEP and/or any Bureau, and (ii) any notices, correspondence and submissions made by Tenant to NJDEP and/or any Bureau, the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state) or federal authority which requires submission of any information concerning environmental matters or Hazardous Waste or Hazardous Substances, and any notices, correspondence, documents and directives received by Tenant from any of said agencies. This Section 5.09 applies only to the Premises.

Section 5.10 Indemnification by Tenant for Environmental Matters. Tenant shall indemnify and hold Landlord free and harmless from any and all liabilities, damages, claims, causes of action, costs or expenses, including reasonable attorneys' fees and the costs and expenses of investigating and defending any claims or proceedings against Landlord or any claims or proceedings for which Landlord may incur any liability, resulting from or attributable to the use, sale, generation, production, manufacture, treatment, handling, analysis, storage, transportation, or disposal of Hazardous Substances or Hazardous Waste or the violation of any and all Environmental Laws or the presence of any Hazardous Substances or Wastes on the Premises or the Airport resulting from the business and operations of the Tenant conducted at the Premises or the Airport and the activities of third parties at the Premises or relating to the business and operations of the Tenant conducted at the Premises or Airport, whether such activities are known or unknown to Tenant, from and after the Commencement Date of this Lease.

Section 5.11 Access to Premises. Tenant shall permit NJDEP, Ground Lessor, Landlord or any agent thereof to enter the Premises at any time for any purpose including, but not limited to the purpose of fulfilling that party's obligations under any Environmental Law including, without limitation, its obligation to treat existing conditions.

Section 5.12 Premises Condition. At the end of the term or earlier termination of this Lease or Tenant's possession, Tenant shall be responsible to remove any and all Hazardous Substances and Waste from the Premises.

ARTICLE 6.

IMPROVEMENTS AND ALTERATIONS

Section 6.01 Improvements and Alterations. After possession of the Premises by Tenant pursuant to the terms of this Lease Tenant shall make no alterations, additions, or improvements in or to the Premises in excess of $100,000.00 or, without regard to cost, that change the nature or reduce the value of the improvements or the Premises or which are structural in nature without the prior written consent of Ground Lessor and Landlord, which consent of Landlord shall not be unreasonably withheld. Landlord may require that Tenant provide to Landlord a payment and performance bond in favor of Landlord and Tenant prior to the start of any work. All work shall be done in conformance with all applicable laws, rules, regulations and codes. Tenant shall secure any and all governmental permits required in connection with any such work, and shall indemnify and hold Landlord harmless from any and all liability (including attorney's fees) resulting therefrom. Unless otherwise provided in the Ground Lease or Basic Lease or waived by the Ground Lessor and Basic Lessor, all alterations, additions and improvements (except trade fixtures, appliances and equipment which shall not be deemed a part of the Premises) shall immediately become the property of Landlord without any obligation to pay Tenant therefor and shall not be removed by Tenant except as hereinafter provided. Upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord which shall be given at least ten (10) days prior to the end of the Lease Term, at Tenant's sole cost and expense, forthwith and with all due diligence remove any alterations, additions or improvements made by Tenant which are designated by Landlord for removal and repair any damage to the Premises caused by such removal. Upon completion of any such alterations, additions or improvements, Tenant will provide Landlord "as built" plans reflecting the alterations, additions and/or improvements.

Section 6.02 Liens. Tenant agrees that it shall not create or permit to be created any lien against the Premises or any part thereof. Further, Tenant agrees that it shall not enter into any contracts of a type which would attempt to permit a lien or liens to become attached to the remainder interests of Ground Lessor in the Premises. At Landlord's request, Tenant shall furnish written proof of payment of any items which would or might constitute the basis for such a lien on the Premises if not paid, and if an item is being contested by Tenant, evidence satisfactory to the Landlord that Tenant is contesting the validity thereof in good faith and has the financial ability to

discharge the debt if the matter is decided adversely to Tenant. Nothing herein or elsewhere in this Lease shall infer, and it is not intended, that the Landlord's leasehold title, or other interest in the Premises may in any manner whatsoever be subordinated to any lien or other encumbrance., In the event that any such lien is filed against the Premises or the Facility, or, any portion thereof, or any interest therein, Tenant shall cause the same to be canceled or discharged of record by payment, bonding or otherwise within twenty (20) days of the filing thereof. In the event that any such lien, claim or claims exceed, individually or in the aggregate, the sum of $10,000.00, bonding by Tenant with respect to such excess amount shall not be sufficient to comply with Tenant's obligations hereunder; and Tenant shall cause any such lien to be canceled or discharged of record by payment within twenty (20) days after the filing thereof, or at such earlier time as shall be necessary to prevent foreclosure thereof. In the event that any such lien is attached to the Premises, the Facility or any portion thereof or interest therein, and Tenant shall fail to obtain the cancellation or discharge of the same within the time period provided hereinabove, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same, and any amount paid by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as additional rent. Tenant shall indemnify and hold Landlord harmless from all costs, damage, claims and expense (including attorneys' fees) occasioned by the filing of any such lien.

ARTICLE 7.

INDEMNITY

Section 7.01 Indemnity. Tenant agrees that Landlord shall not be liable for injury to any person, or for the loss of, or for the damage to, any property (including property of Tenant) occurring in or about the Premises from any cause whatsoever, except for Landlord's negligence. Tenant hereby indemnifies and holds Landlord harmless from and against same and agrees to defend Landlord against any and all claims, charges, liabilities, obligations, penalties damages, costs and expenses (including attorney's fees) arising, claimed, charged, or incurred against or by Landlord from any matter or thing arising from Tenant's use of the Premises, the conduct of its business or from any activity, work or things done, permitted, or suffered by the Tenant in or about the Premises. Tenant shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of such claim Tenant shall defend the same at Tenant's sole expense by counsel reasonably satisfactory to Landlord. The indemnification provided in this section shall survive any termination or expiration of this Lease. Without limiting the generality of the above, Landlord and its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises, or from pipes, appliances or plumbing works

therein or from the roots, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord and its agents shall not be liable for interference with the light, air, or any latent defect on the Premises. Tenant shall give prompt notice to Landlord in case of casualties or accidents on the Premises.

ARTICLE 8.

INSURANCE

Section 8.01 Insurance. Tenant shall, at its own expense, maintain at all times during the Lease Term an adequate comprehensive general liability insurance with an insurance company or companies licensed to do business in the State of New Jersey, with a Best rating of A-VIII or better and acceptable to Ground Lessor and Landlord with minimum Combined Single Limit Coverage of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00) (including, but not limited to, premises operations, products liability, complete, operations, and warehousemen's legal liability covering bodily injury, including death, and property damage liability, the foregoing not to contain care, custody or control exclusions or any exclusions for bodily injury to or sickness, disease or death of any employee of Tenant) to insure Landlord, Tenant and Ground Lessor against any such claims, demands, losses, damages, liabilities and expenses. Tenant shall, at its own expense, also maintain at all times during the Lease Term (a)insurance covering its furniture, fixtures, equipment and inventory against, fire and all risks covered by standard extended coverage endorsement in an amount equal to the greater of (i) FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or (ii) the full insurable replacement value thereof, (b) Worker's Compensation insurance as required by law, and (c) comprehensive automobile liability insurance covering all owned, non-owned and hired motor vehicles and including automatic coverage for newly acquired vehicles with a Combined Single Limit of not less than FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00). Subject to the terms of the Ground Lease, Tenant may self insure for same, but if Tenant does so insure, for purposes of the waiver of subrogation, Tenant shall be deemed an insurance company and the waiver of subrogation shall apply to Tenant. Landlord and Ground Lessor shall be named as Additional Insureds in all of said policies referred to in this Section 8.01. The policy shall bear an endorsement that same shall not be canceled, terminated, modified or materially changed without thirty (30) days prior written notice to Ground Lessor and Landlord. Said policy or policies shall provide or contain an endorsement providing that the protections afforded the Tenant thereunder with respect to any claim or action against Tenant by a third party shall pertain and apply. Tenant represents and warrants that Landlord and Ground Lessor shall be named additional insureds at all times during the term of this Lease, as some may be extended with like affect with respect to any claim or action against Tenant by the Ground Lessor, without limiting or affecting the protections afforded the Ground Lessor as an additional insured, and the protection afforded the Ground Lessor thereunder with respect to any claim or action against Ground Lessor by a third party shall pertain and apply with like affect with respect to any claim or action against Ground Lessor, by the Tenant. If aircraft liability insurance becomes commercially available to Tenant, Tenant shall also obtain and

maintain same hereunder with coverage in the minimum amounts then required by Ground Lessor. If Tenant fails to maintain any insurance provided for herein, Landlord may (but is not obligated to) maintain the same on behalf of Tenant, and any premiums paid by Landlord shall be deemed additional rent and shall be due on the payment date of the next installment of Base Rent hereunder.

Section 8.02 Waiver of Right of Recovery. Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss in or about the Premises from perils insured against under their respective insurance policies (or self insurance) including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided that this section shall be inapplicable if it would have the effect, but only to the extent that it would have such effect, of invalidating any insurance coverage of Landlord or Tenant.

Section 8.03 Certificates of Insurance. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant under the provisions of this Lease shall be delivered to Landlord and Ground Lessor at least fifteen (15) days prior to the Commencement Date of the Lease and thereafter, at time of policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Lease. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

ARTICLE 9.

COMMON AREAS

Section 9.01 Control of Common Areas by Landlord. Landlord shall at all times have the exclusive control and management of the common areas which shall include but not be limited to, all vehicle parking areas, access roads, driveways, entrances, loading docks, washrooms, sidewalks, landscaped areas, exterior stairways, and other areas, improvements and facilities provided by Landlord from time to time for the general use of tenants of the Facility, their officers, agents, employees and invitees; provided, however, such common areas shall not include any of the aircraft apron areas which service either the Facility or the Premises. Landlord reserves the right to modify, add to and/or delete portions of the common areas. Landlord shall have the right from time to time to employ personnel, establish, modify and enforce reasonable rules and regulations, construct and maintain all common operating facilities, police the common areas and facilities, change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to, restrict parking by Tenant, its officers, agents and employees to employee parking areas, close all or any portion of the common areas and facilities, permit maintenance and other required activities and to prevent the accrual of any right in any person or the public thereto, close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking, and to do or perform such other acts in and to the common areas and facilities as, in the

exercise of its judgment, Landlord shall determine to be appropriate to the maintenance and improvement for the convenience and use thereof by tenants of the Facility, their employees, invitees and customers. Landlord agrees to use commercially reasonable efforts not to interfere with Tenant's business operation in so doing.

Section 9.02 License. All common areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license. If the amount of such areas or facilities be diminished or changed, such diminution or change shall not be deemed constructive or actual eviction, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent.

ARTICLE 10.

ASSIGNMENT OR SUBLEASE

Section 10.01 No Assignment or Sublease by Tenant. Tenant shall not assign, sublease, mortgage, sell and lease back, hypothecate, or transfer this Lease, or any interest therein, nor permit the Premises to be used or occupied by others, nor shall this Lease or any interest therein be assignable or transferable by operation of law or by any process or proceeding of any court or other agency, board or tribunal without first obtaining the prior written consent of the Ground Lessor and complying with the applicable provisions of the Ground Lease, obtaining the consent of Landlord's credit provider (i.e. any holder of any financing obligation on the Premises or this Lease), and without also first obtaining the prior written consent of Landlord, which consent of Landlord shall not be unreasonably withheld if the consent of the Ground Lessor is first obtained and the applicable provisions of the Ground Lease are first complied with. The transfer of control or of a majority of the issued and outstanding capital stock of any corporate tenant or subtenant, however accomplished, and whether in a single transaction or in a series of transactions, will be an assignment of this Lease or of a sublease requiring prior written consent in each instance except as to any corporate tenant or subtenant whose shares are traded on a nationally recognized securities exchange. Landlord and Tenant hereby agree that the granting of consent by Landlord shall, at a minimum, be preconditioned upon the fulfillment of the following requirements of Landlord, as well as any other reasonable requirements of Landlord:

(i) Landlord shall be provided with at least thirty (30) days' written notice prior to any proposed assignment or subletting;

(ii) Tenant shall remain primarily liable under this lease and shall guaranty this Lease if Landlord so requests;

(iii) Any proposed assignee or sublease shall assume, in written instrument acceptable to Landlord, all of the obligations of Tenant hereunder;

(iv) The Premises shall remain intact and shall not be altered in any manner whatsoever;

(v) The proposed subtenant/assignee must have a good business reputation;

(vi) Any use of the Premises permitted hereunder by the proposed sublessee/assignee will not violate or create any potential violation of any laws, nor will it violate any other agreements affecting the Premises, the Facility or the Airport; and

(vii) Tenant shall pay any and all reasonable attorney's fees or other costs associated with Landlord's review and approval of a prospective assignee or sublessee.

In the event of the occurrence of any of the foregoing events without Landlord's prior consent, this Lease shall, at Landlord's option, be deemed to have been canceled, terminated and expired as of the date of the occurrence of said event. Neither the consent by Landlord to any of the foregoing, nor any references in this Lease to subtenants, concessionaires or licensees, shall be construed to relieve Tenant from obtaining the express written consent of Landlord to any further act which is prohibited herein, nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant, after default by Tenant, be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as Tenant or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed.

When Tenant requests Ground Lesser's or Landlord's consent to a transaction as described above, Landlord shall have the right, to be exercised in writing within thirty (30) days after such receipt, to cancel and terminate this Lease, effective as of the date set forth in Landlord's notice of exercise of such option, which effective date of termination in Landlord's said notice shall not be less than sixty (60) nor more than one hundred twenty (120) days following the service of such notice.

In the event Landlord shall exercise such cancellation right, Tenant shall surrender possession of the Premises on the date set forth in Landlord's notice and in accordance with the provisions of this Lease relating to surrender of the Premises at the expiration of the Lease Term.

Tenant shall pay to Landlord a reasonable fee and all reasonable expenses incurred by Landlord for the processing of any request for assignment, sublease or other transaction, as well as any expense or cost imposed by Ground Lessor.

Tenant's sole remedy for a refusal to consent to a proposed assignment, sublease or other transfer will be an action or proceeding for specific performance, injunction or declaratory judgment. Tenant waives any action for damages.

Section 10.02 Assignment by Landlord. Landlord shall have the absolute right to assign or otherwise transfer its interest hereunder and/or in the Premises or any portion thereof without

the consent of Tenant. The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners of the Premises at the time in question, and in the event of any transfer or transfers of the title thereto, Landlord herein named (and in the case of any subsequent transfer or conveyance the then transferor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, provided that any funds in the hands of such Landlord or the then transferor at the time of such transfer, in which Tenant has an interest, shall be turned over to such transferor, and further provided that any such transferee expressly assumes the covenants and obligations on the part of Landlord contained in this Lease thereafter to be performed. The covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect to their respective successive period of ownership, except as may be expressly otherwise stated in this Lease. Any estate, right, title or interest of Landlord assigned hereunder may be assigned in like manner by any assignee thereof.

ARTICLE 11.

TAXES AND UTILITIES

Section 11.01 Taxes. Tenant shall pay or cause to be paid before delinquency all income and personal property taxes, assessments, license fees and public charges levied, assessed or imposed upon or measured by the value of its business operation, including, but not limited to, the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated on or installed in the Premises. If at any time during the term of this Lease all of the foregoing are assessed as part of the real property of which the Premises are a part, or otherwise assessed against Landlord or Ground Lessor or Basic Lessor Tenant shall pay to Landlord upon demand, as rent in addition to the Base Rent, the amount of such additional taxes as may be levied against said real property, Landlord, Ground Lessor or Basic Lessor by reason thereof. For the purpose of determining said amount, the determination by the City of Newark Tax Assessor as to amount so assessed shall be conclusive.

Section 11.02 Utilities. Tenant shall pay throughout the term of this Lease for all charges which are separately metered or otherwise charged to the Premises for utilities including, but not limited to, electricity, heat, oil, gas, water, sewage, garbage, disposal, telephone and telegraph. Tenant shall also provide its own janitorial services, replacement of light bulbs and tubes and all washroom and toilet supplies. If any such services are not separately metered or charged to Tenant, Tenant shall pay, upon receipt of a bill from Landlord, its pro rata share of the cost for such services, determined according to the ratio that the area of the Premises bears to the total rented area of the Facility, as this adjusts from time to time.

ARTICLE 12.

REPAIR AND MAINTENANCE

Section 12.01 Repair and Maintenance by Tenant. Tenant shall at all times throughout the term of the Lease, at its sole cost and expense, keep the Premises (including, without limitation, the exterior doors and entrances, all windows and molding and trim of all doors and windows, all mechanical, utility and electrical systems, all fixtures, the interior of the Premises and all other parts and make all other repairs except those repairs required of Landlord under Section 12.02) as well as the fire protection alarm and sprinkler systems of the Premises, and appurtenances thereof (including, without limitation, all heating, air conditioning, plumbing and electrical systems of the Premises) in good order, condition and repair. Without limiting the general requirements contained herein, Tenant shall keep the glass of all windows and doors clean and presentable, at reasonable intervals, paint or refinish the interior of the Premises and keep same free from uncleanliness or obstruction. Tenant shall give Landlord or its agents prompt written notice of any accident to or defects in the plumbing systems, electrical systems, and heating and air conditioning systems. Any damage to same resulting from misuse, acts or omissions of Tenant, its employees, agents, or invitees shall be repaired by Landlord at Tenant's sole cost. With respect to any of the repair and maintenance items set forth in this Section 12.01 hereinabove, Landlord may, at its option, make such repairs, without liability to Tenant for any loss or damage which may result in Tenant's stock or business by reason of such repairs and maintenance, and Tenant shall pay to Landlord upon demand, as additional rent hereunder, the cost of such repairs, together with a reasonable allowance for Landlord's overhead costs attributable to such repairs and maintenance.

Section 12.02 Repair and Maintenance by Landlord. Landlord shall at all times throughout the term of the Lease keep the exterior walls, roof, foundations and building structure of the Premises and the building of which the Premises is a part in a sound state of repair and shall promptly accomplish such repairs as may be needed. However, any such repair required due to the negligent act of Tenant or its agents, employees or contractors shall be paid for by Tenant immediately upon receipt of a bill for such repairs from Landlord. Tenant shall immediately inform Landlord of any necessary repairs, but shall make no such repairs without Landlord's prior written consent. Landlord shall make such repairs to the exterior walls, roof, foundations and building structure without liability to Tenant for any loss or damage which may result in Tenant's stock or business by reason of such repairs and maintenance, and Tenant shall pay to Landlord upon demand or, at the option of Landlord, pursuant to Section 3.02 above, as additional rent hereunder, Tenant's proportionate share of the cost of such repairs, together with a reasonable allowance for Landlord's overhead costs attributable to such repairs and maintenance. Tenant's proportionate share of such costs and overhead shall be determined using the Tenant's Expense Percentage. Landlord shall have the right, without liability, to enter the Premises for the purpose of inspection or making those repairs required under this Section 12.02 or under Section 12.01 hereinabove. Except as otherwise specifically provided herein, there shall be no abatement of rent or liability of Landlord by reason of any injury to or interference with Tenant's business arising

from the making of, or failure to make, any repairs, alterations or improvements in or to any portion of the Premises or to fixtures, appurtenances and equipment therein.

Section 12.03 Surrender of Premises. At the expiration or sooner termination of this Lease, Tenant shall return the Premises to Landlord in the same condition as the Premises existed at the commencement of this Lease (or, if altered by Landlord or Tenant with Landlord's consent, then the Premises shall be returned in such altered condition), with reasonable wear and tear excepted. Tenant shall remove all trade fixtures, appliances and equipment which do not become a part of the Premises together with those alterations which Landlord designates to be removed. Tenant shall restore the Premises to the original condition existing prior to the installation of said items. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease.

Section 12.04 Acceptance of Premises. By entry thereon, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair.

Section 12.05 Entry for Repairs and Inspection. Tenant covenants and agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Premises at all reasonable hours to inspect the same, make repairs, alterations or additions thereto, to conduct pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus, fire alarm and smoke detector systems and any other fire protective systems which constitute a part of the Premises, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided however, that Landlord agrees not to unreasonably interfere with Tenant's business operations in connection with any such entry.

ARTICLE 13.

DEFAULT AND REENTRY

Time is of the essence of this Lease. In the event any of the following events occur:

(1) Tenant fails to pay Landlord any installment of rent or other payments required under Article III hereof or any other payment required under the provisions of this Lease within ten (10) days following the date due; or

(2) The Premises are deserted or vacated by Tenant for a period of fifteen (15) consecutive days without prior written consent of Landlord; or

(3) A voluntary petition in bankruptcy is filed by Tenant under any chapter of the Bankruptcy Code, 11 U.S.C. Paragraph 101 et seq., or Tenant makes an assignment for the benefit of creditors, or becomes insolvent; or

(4) There shall be an involuntary bankruptcy or receivership petition filed with respect to Tenant, or any attachment, execution or other judicial seizure of, or affecting, the properties and assets of Tenant, or affecting the Premises, or any part thereof, unless Tenant causes such petition to be dismissed, or dissolves, bonds against, or otherwise eliminates such attachment, execution or seizure within thirty (30) days of its occurrence; or

(5) There is a transfer, hypothecation, assignment, sublease or conveyance of the Premises or any portion thereof or interest therein by Tenant without Ground Lessor's prior written approval and Landlord's prior written consent; or

(6) Tenant shall default in the observance or performance of any term, covenant (including, without limitation, the covenant to provide an estoppel certificate as required by Section 17.03 of this Lease), condition or provision of this Lease, the Ground Lease, the Basic Lease or any other agreement or instrument executed between Tenant and Landlord and such default shall not have been remedied within thirty (30) days after the earlier of (i) Tenant's knowledge of such default or (ii) Landlord's notice to Tenant of such default; or

(7) Tenant fails to immediately cease all conduct prohibited by this Lease, the Ground Lease or the Basic Lease upon receipt of written notice from Landlord.

THEN, AND IN ANY ONE OR MORE OF SUCH EVENTS, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the, absolute right, at its election, without further notice or demand, to exercise any one or more of the following remedies:

(A) Landlord may terminate the Term of this Lease and forthwith repossess the Premises and be entitled to recover forthwith as damages, a sum of (i) all rents and other indebtedness accrued to the date of such termination; (ii) the cost of recovering the Premises; (iii) the cost of removing and storing Tenant's and any other occupant's property located therein; (iv) the cost of reletting the Premises (including, without limitation, brokerage commissions); (v) the cost of decorations, repairs, changes, alterations and additions to the Premises whether accomplished in one or more steps or phases; (vi) the cost of collecting such amounts from Tenant hereunder; (vii) an amount equal to the product of the sum of all of Landlord's soft and hard costs of developing and constructing the Premises (including, without limitation, the Tenant Improvements) times a fraction, the numerator of which is the number of months and partial months remaining in the Term of this Lease had the Term not been terminated and as though the Term would exist for its maximum possible length, and the denominator of which is the number of months or partial months in the Term of this Lease from the Commencement Date through the end of the Term of this Lease had the Term not been terminated and as though the Term would exist for its maximum possible length; or in the alternative, at Landlord's election, an amount equal to the lesser of:

(x) a sum equal to the rent, additional rent and costs and charges for the succeeding eighteen (18) month period; or

(y) the amount of such rent, additional rent and costs and other charges remaining to be paid for the balance of the unexpired Lease Term.

The payment set forth in this Section A(viii), as applicable, shall be considered liquidated damages and shall be in lieu of any obligations which Tenant shall have for the performance of the terms and conditions of this Lease for the full Lease Term hereof. Landlord and Tenant acknowledge and agree that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof, and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with law. Landlord and Tenant have considered the future rental value of the Premises, contemplated the likelihood of reletting the Premises and have taken into account future market conditions. Such sums shall be due and owing as of the date of Tenant's default hereunder; and (ix) any other sums of money or damages that may be owed to Landlord as a result of a default by Tenant or the exercise of Landlord's rights at law or in equity. If upon such reentry there remains any personal property of Tenant or any other person upon the Premises, the Landlord may, but is without obligation to do so, remove such personal property and hold it for the owner thereof or place the same in a public garage or warehouse, all at the expense and risk of the owner thereof, and Tenant shall reimburse Landlord for any expenses incurred in connection with such removal and storage. Landlord shall have the right to sell such stored property provided it has given Tenant not less than thirty (30) days prior written notice of such intended sale. The proceeds of such sale shall be applied first to the cost of sale, second to payment of storage charges, third to payment of any other amounts then due from Tenant to Landlord and the balance, if any, shall be paid to Tenant.

(B) Landlord may terminate Tenant's right of possession (but not the Lease) and may repossess the Premises by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease in which event Landlord may, but shall be under no obligation to do so, relet the Premises or any portion thereof for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. If Landlord shall fail or refuse to relet the Premises, or if the same are relet and a sufficient sum shall not be realized from such reletting to satisfy the rent (including all additional rent) provided for in this Lease to be paid, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved (including additional rent) in this Lease for such period or periods, or if the Premises have been relet, the Tenant shall satisfy and pay any such deficiency upon written demand thereof or from time to time. Landlord shall also be entitled to recover forthwith as damages, a sum of (i) all rents (including all additional rent) and other indebtedness accrued to the date of such termination, (ii) the cost of recovering the Premises, (iii) the cost of removing and storing Tenant's and any other occupant's property located therein, (iv) the cost of reletting the Premises (including, without limitation, brokerage commissions),(v) the cost of decorations, repairs, changes, alterations, and additions to the Premises whether accomplished in one or more steps or phases, (vi) the cost of collecting such amounts from Tenant hereunder and (vii) any other sums of money or damages that may be owed to Landlord as a result of a default by Tenant or the exercise of Landlord's rights at law or in equity. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this subparagraph (b) from time to

time, and that no delivery or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord, nor shall such reletting be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at such time thereafter elect to terminate this Lease for such previous breach.

(C) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord upon demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(D) The parties hereto expressly agree that Landlord shall have no duty whatsoever to mitigate damages caused by Tenant's breach hereunder or the occurrence of any event set forth in this Article XIII, and Tenant expressly waives any claims or defense based upon a failure by Landlord to mitigate such damages. Upon reletting, sums received from such new tenant by Landlord shall be applied first to payment of all costs incident to reletting, including, but not limited to, repair and alteration costs, legal and brokerage fees; any excess shall then be applied to any indebtedness to Landlord from Tenant other than for rents, and any excess shall then be applied to the payment rents due and unpaid. The balance, if any, shall be applied against the deficiency between all amounts reserved hereunder and sums to be received by Landlord on reletting. In no event shall Tenant be entitled to any excess rentals obtained by Landlord upon such reletting.

(E) Tenant hereby waives any and all statutory defenses available to Tenant and any other defenses Tenant may have in any action brought by Landlord for a default, possession or failure to pay rent or additional rent.

(F) Tenant hereby waives any right of redemption under any present or future laws.

(G) All sums due hereunder shall bear interest at the lesser of (i) 18% per annum or (ii) the maximum legal rate.

(H) Tenant hereby grants to Landlord a first lien and security in all of Tenant's equipment, fixtures, inventory and personal property placed on the Premises to secure the performance of Tenant's obligations hereunder and Tenant's interest in this Lease, which lien shall be prior and preferable to all other liens.

(I) The remedies herein granted Landlord are cumulative and are not restricted to those granted by law. The mention in this Lease of any specific right or remedy shall not preclude Landlord from exercising any other right or remedy or from maintaining any action to

which it may otherwise be entitled, either at law or in equity at any time. The failure of Landlord to insist in any one or more instances upon the strict performance of any covenant of this Lease, or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord hereunder shall be deemed to be anything but payment on account, and the acceptance by Landlord of such a lesser amount whether by check with an endorsement or statement thereon, or by an accompanying letter or otherwise that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's rights to recover the balance due or pursue any of Landlord's other remedies hereunder.

ARTICLE 14.

CONDEMNATION

Section 14.01 Permanent Taking. If the Premises or any portion thereof are taken by condemnation or under the power of eminent domain, or sold by Landlord under threat of the exercise of said power or pursuant to any applicable provision of the Ground Lease and the Ground Lease, with respect to the Premises or any portion thereof, is terminated pursuant to the provisions thereof, (all of which is hereafter referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date the Tenant is deprived of physical possession thereof or the date of such taking, whichever first occurs. In such event, Base Rent, additional rental and all other payments due under this Lease shall be apportioned and paid by Tenant to the date of such termination. In the event this Lease is terminated as to only part of the Premises, it shall remain in full force and effect as to the portion of the Premises remaining, with the rent reduced proportionally to the reduction in floor area of the Premises.

Section 14.02 Temporary Taking. If the Premises or any portion thereof are taken by condemnation or under the power of eminent domain for an indefinite period of time or for a term terminable at will or at sufferance or for a term measured by a war or an emergency or other contingency or for a fixed term expiring prior to the expiration of this Lease, this Lease shall remain in full force and effect, except to the extent Tenant may be prevented from doing so by the terms of the Ground Lease, and the Tenant shall continue to pay all Base Rent, additional rent and other charges payable by Tenant hereunder without any reduction or abatement, but the Tenant shall have the right to claim, and in the event of an award shall be entitled to retain, the amount which may be awarded as damages or paid as a result of the temporary taking of all or any portion of the Premises, subject however to Section 22 of the Ground Lease.

Section 14.03 Awards. Subject to the provisions of the Ground Lease, all awards for the taking of any part of the Premises or any payment made under threat of exercise of power of eminent domain or pursuant to any applicable provision of the Ground Lease shall be the sole

property of Landlord, pursuant to the provisions of the Ground Lease whether made as compensation for diminution in value of the leasehold or for the taking of the fee, severance damages or any other costs. Neither Landlord nor Ground Lessor shall have any liability whatsoever to Tenant for said condemnation.

Section 14.04 Controlling Document. In the event any financing secured by Landlord and placed on the Premises provides for condemnation, then the terms with respect to condemnation contained in the documentation evidencing such financing shall control and the foregoing provision may be modified accordingly.

ARTICLE 15.

CASUALTY

In the event the Premises are damaged or destroyed to such an extent as to render the same untenantable or unusable in whole or in part, Landlord shall restore the Premises, to the extent of the insurance proceeds available to Landlord, with due diligence, in accordance with the provisions of the Ground Lease, with an equitable abatement in the payment of Base Rent, additional rental or any other charge payable by Tenant hereunder based on the area of the Premises unusable by Tenant. Upon restoration of the Premises full Base Rent, additional rental and all other charges shall again commence. In the event the Ground Lessor does not require Landlord to restore the Premises and Landlord elects not to restore the Premises, Landlord may terminate this Lease upon notice to Tenant and both Landlord and Tenant shall be relieved of any obligations accruing after the termination date (except those obligations which are stated to survive the term of the Lease) set forth in the notice. On or before such terminate date, Tenant will vacate the premises and remove all its personal effects.

ARTICLE 16.

INABILITY TO PERFORM

This Lease and the obligation of Tenant to pay Base Rent, additional rent and the other charges payable by Tenant hereunder and to perform all of the other covenants and agreements set forth herein shall in no event be affected, impaired or excused because either the Ground Lessor or the Landlord is unable to supply, or is delayed in supplying, any service to be supplied by Ground Lessor under the Ground Lease or Landlord under this Lease or is unable to make, or is delayed in making, any repairs if either the Ground Lessor or Landlord is prevented or delayed from so doing by reason of strikes or labor troubles or for any cause beyond the control of Ground Lessor or Landlord, including, but not limited to, governmental preemption in connection with a National Emergency, or by reason of any rule, order or regulation of any department or subdivision of any other government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

ARTICLE 17.

SUBORDINATION AND ESTOPPEL

Section 17.01 Subordination. This Lease is subject and subordinate to the Ground Lease and the Basic Lease. This Lease is also subject and hereby subordinate to all present mortgages, security deeds and security assignments and security agreements, deeds of trust and other encumbrances affecting the Premises or the leasehold created by this Lease or the property described in Exhibit "B" of which the Premises are a part. This Lease will also be subject and subordinate to any and all future mortgages and deeds of trust, security deeds, security assignments, and security agreements that may affect the Premises (other than those granted by Tenant or any successor or assigns of Tenant) or the property described in Exhibit "B" of which the Premises are a part or the leasehold created by this Lease provided the holder of such future mortgage, deed of trust, security deed, security assignment or security agreement executes an agreement that such subordination shall not affect the Tenant's right to possession, use and occupancy of the Premises in accordance with this Lease so long as and provided Tenant is not in default under any term, condition, covenant or provision of this Lease. This Lease is also subject and subordinate to all present and future easements and other non-debt type encumbrances. Simultaneously herewith, Landlord, Tenant and Ground Lessor are entering into a Subordination, Non-Disturbance and Attornment Agreement. Tenant will, upon Landlord's request, execute such instruments as may be requested or required from time to time to subordinate or further evidence the subordination of the rights and interest of Tenant under this Lease to the lien of any mortgage or security deed or security assignment or security agreement or deed of trust which may at any time be placed upon the land of which the Premises are a part or on the Premises or on the leasehold created by this Lease; provided, however, such subordination shall not affect the Tenant's right to possession, use and occupancy of the Premises so long as and provided Tenant is not in default under any term, condition, covenant or provision of this Lease. The holder of any mortgage, deed of trust, security deed, security assignment, and security agreement to which this Lease is subordinate or to which this Lease is or has been made subordinate may unilaterally make the deed, assignment, mortgage, or agreement subordinate to this Lease by document so stating and so executed by such holder and recorded in the Register's Office of Essex County, New Jersey or sent to the Tenant.

Section 17.02 Attornment. Tenant agrees that any such subordination agreement will contain a provision satisfactory to Landlord's lender whereby Tenant will agree, in the event of foreclosure of any such mortgage or deed of trust, to attorn to and recognize as its Landlord under the terms of this Lease said lender, any purchaser of the Leasehold at a foreclosure sale, or their successors or assigns.

Section 17.03 Estoppel Certificate. At any time and from time to time, Tenant agrees that it will, within ten (10) days after receipt of a request therefor, execute and deliver to Landlord, Landlord's lender, proposed lender, any transferee or assignee of Landlord's interest in this Lease or proposed transferee or assignee, or to the Ground Lessor, an estoppel certificate in

the form attached hereto and made a part hereof as Exhibit "E", and certifying to such other matters as may be reasonably requested by Landlord, Landlord's lender, proposed lender, any transferee or assignee of Landlord's interest in this Lease or proposed transferee or assignee, or the Ground Lessor. In the event that Tenant fails to provide such certificate within ten (10) days after request therefor, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant and Landlord is hereby authorized to so certify and the Landlord is appointed Tenant's attorney-in-fact with the power to sign such certificate on behalf of Tenant, such appointment and power being coupled with an interest and irrevocable.

Section 17.04 Notice to Mortgagee. Tenant agrees to give any present or future mortgagee, or to any present or future security deed, assignment or agreement holder and grantee of a deed of trust, of the Premises or the property described in Exhibit "B" of which the Premises are a part, or of the leasehold created by this Lease, a copy of any notice of default served upon Landlord by Tenant. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then any such mortgagee, grantee, holder or assignee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such time, then such additional period of time as may be necessary to cure such default if within such thirty (30) days the mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

ARTICLE 18.

SIGNS

Section 18.01 Signs. Subject to the prior written approval of Landlord and Ground Lessor, Tenant, may install and maintain signs in and on the Premises identifying it and its operations; provided, however, that all such signs shall conform to all applicable laws codes, ordinances and governmental and state aviation regulatory agency regulations and requirements as to design, placement, erection, repair and maintenance and the prior written approval of Landlord and Ground Lessor shall include approval as to content, color, size, design and location. Tenant shall erect no advertising material at the Airport outside the Premises without the prior written consent of Ground Lessor. Interior signs affecting public safety and security shall be in accordance with the established standards of the Ground Lessor.

ARTICLE 19.

QUIET ENJOYMENT

Landlord agrees that, upon payment of rental and performance of all covenants and agreements on the part of Tenant to be performed hereunder and subject to all terms and provisions of this Lease, Tenant shall peaceably have and enjoy the Premises and all rights and

privileges granted herein free of disturbance by anyone claiming under or through Landlord or by the Ground Lessor on account of a default by Landlord in paying the rent under the Ground Lease. More particularly, Tenant agrees that temporary inconveniences, including as illustration and not limitation, such occurrences as noise, disturbance, traffic detours caused or associated with Airport or Facility operations as well as those caused by or associated with the construction of Airport or Facility improvements or actions of the United States government shall not constitute a breach of this paragraph.

ARTICLE 20.

SURRENDER OF PREMISES

At the expiration or sooner termination of this Lease, Tenant shall promptly surrender possession of the Premises to Landlord in good condition and repair subject to the other provisions in the Lease and shall deliver to Landlord all keys that it may have to any and all parts of the Premises and the Facility.

ARTICLE 21.

NET LEASE

This Lease is a "net" Lease and Tenant shall (except as expressly provided to the contrary herein) pay all costs, taxes, assessments and capital improvements required by the Ground Lessor which are connected with or arise out of the possession, use or occupancy of the Premises or any portion thereof. All accounts payable by Tenant to Landlord hereunder shall be paid by Tenant without notice or demand (except as herein otherwise provided) and without any set-off, counterclaim, deduction, defense, abatement, suspension, diminution or reduction of any kind or for any reason. More particularly, this Lease is intended as a bondable net Lease that will afford a constant rent stream notwithstanding any defaults by Landlord or claims by Tenant against Landlord, and no such occurrence shall excuse Tenant's full performance under this Lease nor be ground for offset against rents.

ARTICLE 22.

NOTICES

All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified, registered or express mail to the following respective addresses:

LANDLORD:

AIRIS NEWARK, L.L.C.
626 Kentucky Street
Scottdale, Georgia 30079
Attention: Mr. David C. Garrett, III
President

with a copy to:

Sales, Goodloe & Golden LLP
Marquis One Tower
245 Peachtree Center Avenue, Suite 804
Atlanta, Georgia 30303
Attention: Mr. Stephen H. Goodloe, Esq.

TENANT:

AMERICAN AIRLINES, INC.
4255 Amon Carter Boulevard-MD 4418 HDQ
Ft. Worth, Texas 76155
Attention: Mr. Nick J. Stath
Regional Manager - Cargo Field Services

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by certified or registered mail shall be deemed to have been given two (2) business days following date of mailing, notices sent by express mail or overnight delivery shall be deemed to have been given one (1) business day following the date of mailing and notices given by personal delivery shall be deemed to have been given upon receipt.

ARTICLE 23.

PARKING

Section 23.01 Parking. Landlord shall provide to Tenant parking spaces totaling one (1) space for each 250 square feet of administrative/office area leased hereunder and one (1) space for each 2,000 square feet of cargo handling area leased hereunder; for a total of 80 parking spaces, located in the surface parking lot to be constructed at the Facility. Tenant shall pay $30.00 per month for each parking space, commencing on the Rental Commencement Date, payable in advance on the Base Rent due dates and the same amount for any additional spaces provided to Tenant. The monthly charge per parking space is subject to increase annually by using the same formula, the same Inflation Factors and the CPI as provided in Section 3.01 for the increases in

the Base Rent, except of course, the monthly charge for a parking space is used in such computations instead of a Base Rent number. Tenant shall have the non-exclusive use of these parking spaces during the Lease Term. Landlord shall have the right during temporary periods of construction, maintenance or repair on the Facility to provide suitable alternative parking spaces or facilities within the Facility or in reasonable proximity to the Facility for the loss of any of such parking spaces. Landlord may make, modify and enforce reasonable rules and regulations relating to the parking of cars and trucks in such parking areas.

ARTICLE 24.

Section 24.01 Other Obligations of the Tenant to the Landlord and/or Port Authority. Subject to terms of the Ground Lease, Tenant will timely and promptly pay all other obligations owed to the Port Authority by Landlord or Tenant relating to the Facility, including, without limitation, charges, compensation and fees associated with Tenant's Sub-Lease.

ARTICLE 25.

[There is no Article 25]

ARTICLE 26.

OPERATIONS

Section 26.01 Additional Provisions Concerning Operations.

(a) The Tenant shall use every effort to enter into, obtain, procure and maintain any and all agreements, permissions, approvals or other authority necessary for the operation of the Premises and shall upon request from the Port Authority or the Landlord furnish to the Port Authority and the Landlord a copy of any and all such agreements, permissions and approvals as requested by the Port Authority or the Landlord.

(b) The Tenant agrees to assume all financial risks associated with the operation of the Premises and the fact that the Tenant loses or has lost money or is not making a profit thereon shall in no event excuse the performance or observance by the Tenant under the Lease or be the basis for any claim or action against the Port Authority or the Landlord under the Lease or otherwise.

(c) It is hereby agreed and understood that the Tenant shall operate the Premises with trained personnel to perform cargo handling at the Premises and if required by the Port Authority, shall pay the required fees on gross receipts to the Port Authority pursuant to the Permit (hereinafter called the "Cargo Permit") heretofore or hereafter issued to the Tenant by the Port Authority. If required by the Port Authority or the Ground Lease, Tenant agrees to apply for the

Permit and apply for and enter into the cargo handling agreement as requested by the Port Authority and operate in a manner consistent with the Permit and the cargo handling agreement. All other entities desiring to have air cargo handled by Tenant shall enter into a handling agreement with Tenant and the Landlord, all of which agreements shall be submitted to the Port Authority for its consent and the Tenant shall pay the required fees on gross receipts from such entities to the Port Authority pursuant to the respective Cargo Permit covering the operations of the Tenant. Nothing herein shall limit or alter in any way the Port Authority's right to revoke the permissions granted under any Cargo Permit. No such revocation will excuse Tenant's liability under this Lease.

(d) With respect to cargo activity on and at the Premises, the parties hereby agree as follows: Commencing with the fifth (5th) anniversary (herein called the "Fifth Anniversary") of the Initial Occupancy Date (defined in Section 2(h)(2) of the Ground Lease) and continuing during the remainder of the term of the letting hereunder, Tenant agrees to meet Tenant's "Individual Standards" set forth in the Ground Lease calculated in accordance with Section 52(e) of the Ground Lease failing which the Ground Lessor (or Landlord, if required by the Ground Lessor) may exercise Ground Lessor's rights and/or Landlord's obligations as set forth in Section 52(e) for such failure. Tenant agrees fully to abide by all the provisions of Section 52(e).

(e) The Tenant hereby acknowledges and agrees that the terms and provisions of this Section are of the essence of this Lease and are a special consideration to the Landlord in entering into this Lease.

Section 26.02 Obligations in Connection With the Conduct of the Tenant's Business.

(a) The Tenant shall:

(1) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(2) If required by the Port Authority, set up, keep and maintain in accordance with accepted accounting practice, records and books of account recording all transactions at, through or in any wise connected with the Tenant's operations hereunder, including but not limited to, an accounts receivable ledger and a general ledger and all agreements the Tenant has entered into with respect to the Premises and such additional information and other records and books of account as the Port Authority or Landlord may from time to time and at any time request with respect to any matter covered by this Section 26.02, all of which records and books of account shall be kept for a period of at least seven years and shall be kept at all times within the Port of New York District, which records shall show (i) the basis and supporting documents for each and every statement to be furnished hereunder by the Tenant, (ii) the revenues of whatever kind or nature received by the Tenant by its operations hereunder and (iii) all revenues received by the Tenant from Handled Airlines (whether in the form of rental payments or otherwise). The Tenant shall furnish such other information and comply with any further directions or

requirements of Port Authority or Landlord relating to the keeping and transmitting of forms, reports or other procedures covering the Tenant's operations hereunder, including but not limited to, the billing of Handled Airlines;

(3) Permit in ordinary business hours during the term of this Agreement and for one year thereafter and during such further period as is mentioned in the preceding paragraph, the examination and audit by the officers, employees, agents and representatives of the Port Authority and Landlord of such agreements and records and books of account set forth in subparagraph (3) above, any records and books of account of any company which is owned or controlled by the Tenant or which owns or controls the Tenant, if said company performs services, similar to those performed by the Tenant, anywhere in The Port of New York District or performs or provides any services in connection with the Premises, and any agreement or contract between the Tenant and any Handled Airlines;

(4) Permit the inspection by the officers, employees and representatives of the Port Authority and Landlord of any equipment used by the Tenant in connection with the operations hereunder, including but not limited to, cash registers and computers; and

(5) Install and use such cash registers and computers, sales slips, invoicing machines and any other equipment or devices for recording orders taken or services rendered as may be appropriate to the Tenant's business and necessary desirable to keep accurate records of gross receipts.

Section 26.03 Federal Airport Aid.

(a) The Tenant shall:

(1) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor of airlines being handled at the Airport;

(2) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(3) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service.

(b) As used in paragraph (a) above, "service" shall include furnishing parts, materials and supplied (including sale thereof).

(c) The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been and may hereafter be amended and supplemented or superseded by similar federal legislation, and under prior federal statutes which said Act

superseded and the Port Authority may in the future apply for and received further such grants. In connection therewith, the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Tenant of the covenants, promises and obligations contained in this Section 26.03 and in Section 26.04 hereof, is therefore a special consideration and inducement to the execution of this Lease by the Landlord, and the Tenant further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority or Landlord in connection with the Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Tenant of such covenants, promises and obligations, the Tenant will promptly comply therewith, at the time or times when and to the extent that the Port Authority or Landlord may direct.

Section 26.04. Method of Operation.

(a) The principal purpose of the Port Authority in the making of the Ground Lease is to make available on the Airport a cargo reception, storage and distribution facility for the better accommodation, convenience and benefit of the air cargo industry and in fulfillment of the Port Authority's obligation to operate the Airport for the use and benefit of the public. Consistent with the provisions of Article 4 of this Lease, the Tenant hereby warrants and agrees that it will conduct a first class operation and will furnish all necessary or proper fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and facilities, for the operation of a first class cargo facility and that it will furnish the foregoing promptly, efficiently and adequately to meet all demands therefor, on a fair, equal and non-discriminatory basis to all users thereof, and at charges which are fair, reasonable and non-discriminatory, provided that reasonable and on-discriminatory discounts, rebates, or other similar types of price reductions may be made to volume purchasers.

(b) As used herein, "Services' shall include the furnishing of parts, materials and supplied (including the sale thereof).

(c) The Tenant shall be open for business and shall provide Services at the Premises during regular business hours.

(d) The Tenant covenants and agrees that it will not enter into any agreement or understanding, express or implied, binding or nonbinding, with any person, firm, association, corporation or other entity, which will have the effect of fixing rates, of lessening or preventing competition, or of creating or tending to create a monopoly, at the Airport, relating to the Services, products, or articles furnished or sold by the Tenant.

(e) The Tenant shall at all times during the letting hereunder cause to be maintained a full, adequate, experienced and proficient management staff all of whom (as well as other employees of the Tenant) shall be reputable and good character. No individual shall be knowingly

employed or retained by or on behalf of the Tenant if he or she has been convicted of a serious misdemeanor or a felony.

ARTICLE 27.

Section 27. Public Disclosure. Upon forty-eight (48) hours advance notice, Landlord shall have the right to disclose details about the project contemplated hereby, except those which Tenant has in advance in writing reasonably advised Landlord are confidential and proprietary, in any manner deemed necessary by Landlord to facilitate finalization of any and all requirements of such project. Tenant shall have the right during such notice period to review and approve texts or drafts of press or other releases produced by Landlord prior to their public release. Such approval shall not be unreasonably withheld or delayed.

ARTICLE 28.

MISCELLANEOUS

Section 28.01 Easements. Tenant acknowledges that the Premises are subject to easements reserved by the applicable public utilities for water mains and other utilities and the right to operate, repair, maintain, construct, reconstruct and alter said utility lines and construct new and additional lines within said easement areas. Tenant agrees to release Ground Lessor and Landlord from any and all liability of every kind and nature resulting from the exercise by said public utilities of their rights under said retained easements.

Section 28.02 Access to and Entry Upon Premises. (A) In addition to all other rights of access permitted herein, Landlord, its employees, agents, and contractors, shall have the right to enter the Premises at any time to examine same, and to show the Premises to prospective purchasers and tenants (but only during the last nine (9) months of the Lease Term with respect to prospective tenants), insurance representatives, mortgagees and such other persons within the judgment of the Landlord have a legitimate and appropriate interest in viewing the Premises, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided, however, Landlord agrees not to unreasonably interfere with Tenant's business operations in connection with any such entry. If Tenant is not present to permit entry and entry is necessary, Landlord may, in case of emergency, forcibly enter Premises without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of inspection or repair of the Premises or Facility of which the Premises are a part except as otherwise specifically provided therein.

(B) The Ground Lessor, its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting the same, or observing the performance by the Tenant of its obligations hereunder, pursuant to the Ground Lease, and for the doing of any act or thing which the Ground Lessor may be obligated or have the right to do under the Ground Lease, or otherwise.

Section 28.03 Late Charges. If any installment of rent or other sum due from Tenant is not received by Landlord or its designee within ten (10) days after such amount is due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount as partial compensation for additional costs incurred by Landlord due to payment delinquency, plus interest at the rate of the lesser of 18% per annum or the highest rate allowed by law shall, be due from the date due until paid. Acceptance of such late charge by Landlord shall in no event constitute a waiver Tenant's default, if any, with respect to such overdue amount, nor prevent Landlord from exercising any other rights granted herein. Any sum due under this Lease that does not specify the date due, shall be due upon Tenant's receipt of a bill for same from Landlord.

Section 28.04 Waiver. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any covenant or condition, but the same shall be and remain in full force and effect.

Section 28.05 Captions. The captions in this Lease are for convenience only and do not in any manner limit or amplify the provisions of this Lease.

Section 28.06 Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

Section 28.07 Entire Agreement. IT IS EXPRESSLY AGREED BY LANDLORD AND TENANT, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE (TOGETHER WITH THE WRITTEN EXTRINSIC DOCUMENTS TO WHICH SPECIFIC REFERENCE IS MADE IN THIS LEASE) IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR TO THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. NO MODIFICATION OR AMENDMENT OF THIS LEASE SHALL BE VALID OR EFFECTIVE UNLESS EVIDENCED BY AN AGREEMENT IN WRITING.

Section 28.08 Limitation of Liability of Landlord. Notwithstanding any thing contained in this Lease, in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed, honored or performed by Landlord, Tenant shall look solely to the estate and property of Landlord in the leasehold estate and Facility owned by Landlord for the collection of any judgment (or any other judicial procedures requiring the payment of money by Landlord), it being agreed that Landlord shall never be personally liable for any such judgment and no other property or assets of Landlord shall be subject to levy, execution, or other procedures for satisfaction of Tenant's remedies.

Section 28.09 Construction. This Lease shall be deemed to be made in and construed in accordance with the laws of the State of Georgia.

Section 28.10 Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease in accordance with a duly adopted resolution of the Board of Directors of said corporation and in accordance with its terms. Said corporate tenant, within thirty (30) days after execution of this Lease, shall deliver to Landlord a certified statement from the Chief Executive Officer or Secretary of the Tenant that certifies that the signatory of this Sub-Lease is authorized to sign on behalf of and bind the Tenant and that the same is binding on the Tenant.

Section 28.11 Joint and Several Liability. If Tenant consists of more than one person or entity, all terms, covenants and conditions contained in the Lease shall be deemed to be the joint and several responsibility of each party, and all rights and remedies of the Landlord shall be cumulative and nonexclusive of any other remedy at law or in equity.

Section 28.12 Costs and Attorneys' Fees. If, by reason of any default on the part of Tenant, it becomes necessary for Landlord to employ an attorney to bring suit in court or in arbitration to recover any rent or other sums due hereunder, or for the breach of any provision of this Lease, or to recover possession of the Premises, Tenant shall pay all costs and expenses (including, without limitation, reasonable attorneys' fees) expended or incurred by Landlord in addition to other relief granted therein.

Section 28.13 Lease Subject to Consent of Ground Lessor. The parties hereto recognize and agree that this Lease shall not become effective until approved by the Ground Lessor. In connection with obtaining such approval, Tenant agrees to provide to the Ground Lessor such information as may be required by the Ground Lessor in considering a request for its approval of this Lease.

Section 28.14 Successors and Assigns. Subject to Article X hereof, all of the covenants, conditions and agreements of this Lease shall extend to and bind the successors and assigns of their respective parties thereto.

Section 28.15 Financial Information. Within twenty (20) days after written request from Landlord, Tenant shall deliver to Landlord or lender designated by Landlord such financial information as is reasonably required. This financial information shall be kept confidential. So long as Tenant is a publicly traded company listed on a recognized stock exchange, Tenant shall only be obligated to furnish its latest published Annual Report to satisfy the requirements of this Section.

Section 28.16 Time of the Essence. Time is of the essence in this Lease.

Section 28.17 Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. In addition to any other conditions to the effectiveness of this Lease set forth herein, this Lease shall not become effective until fully executed by, and delivered to, both Landlord and Tenant.

Section 28.18 Exhibits. All exhibits referred to herein and any exhibits which may be referred to in any amendment hereto are by such reference incorporated herein and shall be deemed a part of this Lease as fully as if set forth herein. The following numbered or lettered exhibits are attached hereto and made a part hereof for all purposes:

Exhibit "A" - Leased Premises
Exhibit "B" - Legal Description of Land
Exhibit "C" - Form of Confirmation of Term of Lease
Exhibit "D" - Ground Lease
Exhibit "E" - Form of Estoppel Certificate
Exhibit "F" - Intentionally Omitted
Exhibit "G" - List of Final Facility Plans and Approved Tenant Improvement Plans

Section 28.19 Tenant Termination Right. Provided the Tenant is not in default of any of the terms or provisions of this lease at the time of election or at the time of the actual termination, Tenant shall have a one time right to elect to terminate this lease upon the following conditions:

(1) Tenant must notify Landlord in writing of its election to terminate the Lease on or before the end of the 51st month following the month in which the Rent Commencement date occurred.

(2) The notice of termination must be accompanied by a certified check, written on a United States bank, made payable to Landlord, in an amount equal to the amount of all Base Rent and all other rents and charges due under the Lease for the remainder of the term subsequent to the "Termination Date" all discounted by eight percent (8%). In calculating the amounts due, any amounts subject to increase shall be determined by increasing such amounts by 3% per annum, compounded annually over the remaining term of the lease.

(3) The Termination Date shall be the date which is 5 full years after the Rent Commencement Date.

(4) Tenant shall continue to perform all of the obligations under the Lease (including but not limited to the payment of Base Rent and all other rents and charges) until the Termination Date. On the Termination Date Tenant shall vacate and leave the Premises in the condition required as if this agreement had expired by its terms.

IN WITNESS WHEREOF the parties have executed this Lease as of the date first stated above.

LANDLORD: AIRIS NEWARK, L.L.C.	TENANT: AMERICAN AIRLINES, INC.
By: David C. Garrett III	By:
Name: David C. Garrett III	Name:
Title: President	Title:

GARY F. KENNEDY
VICE PRESIDENT
CORPORATE REAL ESTATE

EXHIBIT "A"

PREMISES

EXHIBIT "B"

John Zanetakos Associates, Inc.

ENGINEERS - PLANNERS - SURVEYORS
7 DOIG ROAD - SUITE #1
WAYNE, NEW JERSEY 07470-7430

ARTHUR E. HANSON, JR. P.E., P.P. & L.S.
BRUCE D. CALLAHAN, L.S. & P.P.

LAWRENCE BOZIK, P.E.
THOMAS LEMANOWICZ, P.E., CME
THOMAS NEUSCHAFER, L.S.
HARRY BACHMANN, L.S. & P.P.

TEL. 973-696-2600
FAX. 973-696-1362

Revised: February 27, 1998
August 8, 1996

Job No. 8704

LEASE PARCEL

Deed description of a lease parcel containing 22.223 acres of land situate within Newark International Airport, south of U.S.Route 1&9 in the City of Newark, Essex County, New Jersey.

Beginning at a point within Newark International Airport having New Jersey State Plane Coordinate (NAD-27) value of N 683,073.17' E 2,139,617.95', said point being the following two (2) courses and distances from the point oformed by the intersection of the southerly line of U.S. Route 1&9 with the southwesterly line of Port Street, said point of intersection having New Jersey State Plane Coordinate (NAD-27) value of N 683,137.28' E 2,140,080.00',

A) N 87° 53' 32" W 459.38 feet along the southerly line of U.S. Route 1&9 to a point, thence

B) S 02° 06' 28" W 81.06 feet to a point; thence

1) S 02° 06' 56" W 1016.18 feet to a point; thence

2) S 16° 58' 09" W 346.44 feet to a point; thence

3) S 36° 39' 42" W 295.11 feet to a point; thence

4) N 85° 20' 18" W 430.00 feet to a point; thence

5) N 02° 07' 14" E 523.15 feet to a point; thence

6) N 87° 52' 46" W 200.00 feet to a point; thence

7) N 02° 07' 14" E 140.00 feet to a point of curvature; thence

8) Northeasterly along a curve to the right having a radius of 155.00 feet, for an arc length of 146.80 feet to a point of tangency; thence

9) N 56° 23' 06" E 361.22 feet to a point; thence

10) N 27° 11' 52" E 66.00 feet to a point; thence

11) N 02° 06' 56" E 392.05 feet to a point; thence

12) S 87° 53' 04" E 65.78 feet to a point; thence

13) N 02° 06' 56" E 55.00 feet to a point; thence

14) N 55° 31' 37" W 18.68 feet to a point; thence

15) N 02° 06' 56" E 59.87 feet to a point; thence

16) S 87° 59' 39" E 141.24 feet to a point of curvature; thence

17) Easterly along a curve to the right having a radius of 2,944.69 feet, for an arc length of 24.44 feet to a point of tangency; thence

18) S 87° 31' 07" E 284.31 feet to a point, the point and place of beginning.

Containing 968,047 square feet or 22.223 acres.

Subject to a 40 foot wide access road easement adjacent to and west of the first course of the above described lease parcel, containing 21,166 square feet

Subject to a fire lane easement adjacent to and east of a portion of the tenth and the eleventh courses of the above described lease parcel, containing 16,139 square feet.

Subject to an access easement adjacent to and southeast of a portion of the tenth course of the above described lease parcel, containing 1,109 square feet.

Subject to a runway protection zone.

Subject to a building limit line.

Together with an access easement adjacent to and northwest of the ninth, tenth and a portion of the eleventh courses of the above described lease parcel, containing 11,432 square feet.

Subject to all easements, right of ways and agreements of record.

Subject to such statement of facts that an accurate title search may disclose.

Deed description refers to map entitled, "Location Survey-Proposed Lease Parcel-Newark International Airport," prepared by John Zanetakos Associates, Inc. dated August 1, 1996.

John Zanetakos Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
7 DOIG ROAD - SUITE #1
WAYNE, NEW JERSEY 07470-7430

ARTHUR E. HANSON, JR. P.E., P.P. & L.S.
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THOMAS LEMANOWICZ, P.E., CME
THOMAS NEUSCHAFER, L.S.
HARRY BACHMANN, L.S. & P.P.

TEL. 973-696-2600
FAX. 973-696-1362

February 27, 1998

Job No. 8704

PHASE II ADDITIONAL LEASEHOLD PARCEL

Deed description of a lease parcel containing 32,738 square feet or 0.752 acres of land situate within Newark International Airport, south of U.S. Route 1&9 in the City of Newark, Essex County, New Jersey.

Beginning at a point within Newark International Airport having New Jersey State Plane Coordinate (NAD-27) value of N 683,073.17' E 2,139,617.95', said point being the following two (2) courses and distances from the point formed by the intersection of the southerly line of U.S. Route 1&9 with the southwesterly line of Port Street, said point of intersection having New Jersey State Plane Coordinate (NAD-27) value of N 683,137.28' E 2,140,080.00',

A) N 87° 53' 32" W 459.38 feet along the southerly line of U.S. Route 1&9 to a point, thence

B) S 02° 06' 28" W 81.06 feet to a point; thence

1) S 87° 31' 07" E 59.00 feet to a point; thence

2) S 02° 06' 56" W 443.37 feet to a point; thence

3) S 16° 57' 45" W 230.27 feet to a point in the easterly line of a parcel of land known as the Phase I Leasehold Parcel; thence

4) N 02° 06' 56" E 666.33 feet along said easterly line of the Phase I Leasehold Parcel to a point, the point and place of beginning.

Containing 32,738 square feet or 0.752 acres.

Subject to all easements, right of ways, and agreements of record.

Subject to such statement of facts that an accurate title search may disclose.

Deed description refers to map entitled, "Location Survey-Proposed Lease Parcel-Newark International Airport," prepared by John Zanetakos Associates, Inc., dated: August 1, 1996 and revised: January 12, 1998, Job No. 96-8704.

EXHIBIT "C"

CONFIRMATION OF TERM OF LEASE

This Confirmation of Term of Lease is made as of _____, 19__, between AIRIS NEWARK, L.L.C., a Georgia limited liability company ("Landlord") and _____ _____, a _____ ("Tenant"), who in consideration of the matters set forth herein mutually agree as follows:

1. Landlord and Tenant entered into a Lease Agreement (the "Lease") dated _____, 19 , pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises (the "Premises") consisting of approximately - square feet of gross rentable area of _____ space, approximately____ square feet of gross rentable area of _____ space and approximately ____ square feet of gross rentable area of _____ area located in and on the air cargo facility situated on the tract or parcel of land described in Exhibit "A" attached hereto.

2. Pursuant to Section ___ of the Lease, Landlord and Tenant have agreed to confirm the commencement and expiration dates of the Lease Term, and the commencement date of rent, *and Landlord and Tenant do hereby confirm same as follows:*

A. _____ is the Commencement Date of the Lease term;

B. _____ is the Expiration Date of the Lease term; and

C. _____ is the Rental Commencement Date.

3. Tenant represents and certifies that:

A. It has accepted possession of the Premises as provided in the Lease;

B. The _____ and other improvements and space required to be furnished by Landlord under the Lease have been furnished;

C. Landlord has fulfilled all of its duties of an inducement nature;

D. The Lease has not been modified, altered or amended except as follows:

E. There are no set-offs or credits against rent or other amounts payable under the Lease, and no security deposit has been paid except as provided by the Lease;

F. *Tenant has no notice of a prior settlement hypothecation or pledge of rent* or of the Lease; and

G. The Lease is in full force and effect, enforceable in accordance with its terms.

4. The provisions of this Confirmation of Term of Lease shall inure to the benefit, or bind, as the case may require, the parties and their respective successors and assigns, subject to the restrictions on assignment and subleasing contained in the Lease.

5. All terms used, but not defined, herein shall have the same meaning ascribed to them in the Lease.

EXECUTED by the undersigned duly authorized representatives of the parties hereto effective as of the date first stated above.

LANDLORD:

AIRIS NEWARK, L.L.C.,
a Georgia limited liability company

By:_____
Name:_____
Title:_____

TENANT:

_____
a _____

By:_____
Name:_____
Title:_____

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 16th day of April, 2001, before me, the subscriber, a notary public of New York, personally appeared Frank C. Wilson the Asst. Director of **THE PORT AUTHORITY OF NEW YORK AND NEWJERSEY**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Linda C. Handel
(notarial seal and stamp)

LINDA C. HANDEL
Notary Public, State of New York
No. 01HA6035589
Qualified in New York County
Commission Expires January 3, 2002

STATE OF GEORGIA)
) ss.
COUNTY OF DEKALB)

On this 12 day of FEBRUARY, 2001, before me, the subscriber, a NOTARY PUBLIC, personally appeared DAVID C. GACKETT III the _____ President of AIRIS NEWARK, L.L.C. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Edith C. Ru
(notarial seal and stamp)

Notary Public, Gwinnett County, Georgia
My Commission Expires April 2, 2004

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On this 16th day of March, 2001, before me, the subscriber, a Notary Public, personally appeared G.F. Kennedy the Vice President of AMERICAN AIRLINES, INC., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

KATHLEEN F. DAVIS
MY COMMISSION EXPIRES
November 30, 2002

Kathleen F. Davis
(notarial seal and stamp)

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE LESSEE AND SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILECOPY

Lease No. ANA-884
Newark International Airport

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT AGREEMENT, dated as of December 13, 2000, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and AIRIS NEWARK, L.L.C. (hereinafter called the "Lessee") and NORTHWEST AIRLINES, INC. (hereinafter called the "Sublessee"),

WITNESSETH, That:

WHEREAS, the Port Authority leased to the Lessee and the Lessee hired and took from the Port Authority certain premises (hereinafter called the "Premises") at Newark International Airport (hereinafter called "the Airport") as described in a certain agreement of lease made effective and dated as of July 1, 1996, and identified by Port Authority Lease No. ANA-884 (said agreement of lease, as the same may have been or may hereafter be supplemented and amended, being hereinafter called "the Lease"); and

WHEREAS, the Lessee has requested the consent of the Port Authority to a proposed sublease agreement (a copy of which is attached hereto, hereby made a part hereof, and hereinafter called the "Sublease") between the Lessee and the Sublessee dated as of May 25, 1999;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of May 25, 1999, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding any provision of the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Lessee or the Sublessee on the earlier to occur of the day preceding the date of expiration or

earlier termination of the Lease or the Sublease, or such earlier date for the expiration or termination of the Sublease as the Lessee and the Sublessee may agree upon. The Sublessee shall quit the premises and remove its property for which it is responsible therefrom on or before termination of the Sublease.

3. If the Lessee shall at any time be in default under the Lease, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent Agreement, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. (a) Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring any rights, powers or privileges to the Sublessee as may be provided by the Sublease if not granted to the Lessee under the Lease, nor shall they impair or affect any of the duties, liabilities and obligations imposed on the Lessee under the Lease. The Sublease is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the Sublease shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. It is the intention of the Port Authority hereunder merely to permit the exercise of the Lessee's rights and privileges thereunder by the Sublessee (to the extent permitted by the Lease and this Consent Agreement). The specific mention of or reference to the Port Authority in any part of the Sublease, including without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall in all respects be controlling, effective and determinative.

(b) No provisions of the Sublease, including but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering action which may be undertaken by the Lessee or the Sublessee, including but not limited to, those involving signs, construction, insurance, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this Consent to specific matters and provisions as contained in the Sublease shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) With respect to this Consent Agreement, the Lessee and the Sublessee understand and agree that although the Lessee is permitted under the Lease to perform services and functions for itself the Lessee may not and is expressly prohibited from performing any services or functions at the Airport for the Sublessee (even though the Lessee may perform the same for itself pursuant to the Lease) which are performed by organizations at the Airport authorized by permit from the Port Authority to perform such services or functions, unless the Lessee is specifically authorized by permit to perform such services or functions for other aircraft operators at the Airport and the Premises and in such event said services and functions shall be performed pursuant thereto. The Lessee, however, may make the necessary arrangements with the authorized organizations performing such services or functions at the Airport to have such services or functions performed for the Sublessee by such organizations or the Sublessee may perform such services and functions itself.

5. The Sublessee, in its operations under and in connection with the Sublease and its use and occupancy of the Premises, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Lease to the extent that such obligations relate to the portion of the Premises covered by the Sublease.

6. Without in any wise affecting the obligations of the Lessee under the Lease and under this Consent Agreement and notwithstanding the terms and provisions of the Sublease (but without limiting the rights and duties of the Lessee and the Sublessee as between themselves), the parties agree as follows:

(a) With respect to the sublet premises, the Sublessee shall make repairs and replacements as if it were the Lessee under the

Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority, its Commissioners, officers, employees and representatives for its and their costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Agreement by the Sublessee or out of its operations under the Sublease or at the Premises, or out of the use of the Premises by the Sublessee or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Sublessee at the Premises, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport, including claims and demands of the City of Newark from which the Port Authority derives its right in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of Newark against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) Each policy and each certificate with respect to the insurance naming the Port Authority as an additional insured under Article 8 of the Sublease shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

7. This Consent Agreement may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the

Lessee and the Sublessee and no such revocation shall be deemed to affect the Lease or the continuance thereof, but the Sublease shall be deemed terminated thereby.

8. The granting of this Consent Agreement by the Port Authority shall not be deemed to operate as a waiver of the rights of the Port Authority, or as a consent to any subsequent sublease agreement (by the Lessee or by the Sublessee) or to any assignment of the Lease or to any assignment of the Sublease or of any rights under any of the foregoing, whether in whole or in part.

9. Reference herein to the "Lessee" or the "Sublessee" shall mean and include the Lessee and the Sublessee and their respective officers, agents, employees and also others at the Premises or the Airport with the consent of either the Lessee or the Sublessee.

10. The Lessee hereby represents to the Port Authority that the Lessee has complied with and will comply with, and the Sublessee hereby represents to the Port Authority that the Sublessee has complied with and will comply with, all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or that affect, respectively, the operations of the Lessee or the Sublessee, under the Lease or the Sublease, or its or their use and occupancy of the Premises. The obligation of the Lessee and the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

11. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

12. Nothing contained in this Consent Agreement or the Sublease, including but not limited to Article 6 thereof, shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises, including without limitation, the installation of any signs at the Airport. The Lessee and Sublessee agree that no construction or

installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Lease and of the Sublease and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority.

13. The Sublease shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

14. Nothing contained herein shall create or be deemed to have created a landlord tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Premises shall in all events be and remain subject and subordinate to the Lease.

15. If the Lessee or the Sublessee should fail to pay any amount required under this Consent Agreement when due to the Port Authority, or any fees or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described during the entirety of which such amounts remain unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Paragraph, with respect to such unpaid amount. Nothing in this Paragraph is intended to, or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation, the Port Authority's rights set forth in Paragraph 7 hereof or (ii) any obligations of the Lessee or the Sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charge, then, in such event, each

such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

16. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Said designated officer or representative of the Port Authority and the Lessee and their respective offices shall be as set forth in the Lease and Sublease. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. This Agreement may be executed in counterparts.

18. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) FRANCIS A. DIMOLA ASSISTANT DIRECTOR AVIATION DEPT.

ATTEST:

Secretary

AIRIS NEWARK, L.L.C.

By

(Title) President

(Corporate Seal)

ATTEST:

Cathy R. Sams
Assistant Corporate Secretary

NORTHWEST AIRLINES, INC.

By

(Title) JAMES M. GREENWALD, VP FACILITIES AND AIRPORT AFFAIRS President

(Corporate Seal)

APPROVED: FORM TERMS

SUB-LEASE AGREEMENT

RECEIVED

JUN 0 4 1999

AIRIS CORPORATION
HOUSTON

Dated as of May 25, 1999

By and Between

AIRIS NEWARK, L.L.C., a Georgia
limited liability company

("Landlord")

and

NORTHWEST AIRLINES, INC.,

a corporation under the laws of
Minnesota and in good standing and qualified to do
business in New Jersey

("Tenant")

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SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 199___, by and between AIRIS NEWARK, L.L.C., a Georgia limited liability company (hereinafter referred to as "Landlord"), and NORTHWEST AIRLINES, INC., a corporation formed under the laws of Minnesota and in good standing and qualified to do business in New Jersey (hereinafter referred to as "Tenant").

WITNESSETH:

For and in consideration of the covenants and agreements hereinafter set forth to be performed by Tenant, Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord the Premises hereinafter described, for the term, at the rental, and subject to all of the terms, covenants and conditions hereinafter set forth.

ARTICLE 1.

PREMISES

Section 1.01 Premises. Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord that certain building space and exterior area (hereinafter, the "Premises") containing approximately 13,040 square feet of building rentable floor area of cargo and administrative office operations space, and approximately (but not less than) 10,280 square feet of outdoor GSE area, the approximate locations of which are shown and marked as the NORTHWEST CARGO areas on Exhibit "A" attached hereto and incorporated herein for all purposes. The final exact square footages described in this Section 1.01 shall be determined by Landlord's architect certificate as determined in accordance with AIA document D-101 and delivered to Tenant on or before the Commencement Date. The Premises are located or are to be located on a portion of that certain lot or parcel of land (the "Land") situated at the Newark International Airport (the "Airport"), the legal description of which lot or parcel of land is set forth in Exhibit "B" attached hereto and incorporated herein for all purposes, and on which lot or parcel and on a contiguous lot or parcel (any of which may be expanded) Landlord is currently constructing a special-use air cargo facility or facilities (the "Facility"). The Facility is being constructed in two phases. The first phase is completed and consist of (i) an approximate 192,000 square foot building in which the administrative and cargo operations spaces of other tenants in the Facility will be located and (ii) the outdoor improvements on which the ground service equipment area ("GSE") and aircraft apron areas of other tenants in the Facility will be located. The second phase will consist of (i) an approximately 80,000 square foot building in which the administrative and cargo operations spaces of the Premises and the administrative and cargo operations spaces of another tenant or other tenants in the Facility will be located, and (ii) outdoor improvements for GSE areas. The GSE area leased hereby to the Tenant is leased subject to the nonexclusive easement which is hereby reserved in favor of Landlord and

Landlord's other tenant or tenants in the Facility for necessary aircraft, motor vehicle, and pedestrian ground traffic of Landlord and of the other tenant or tenants in the Facility.

Landlord may amend the aforesaid improvements, add to or take away land, and/or relocate the same, provided the Premises is not changed. The Site and Floor Plan attached as Exhibit A is not a warranty or representation that the Facility shall be built as shown thereon, but is merely attached to show the approximate location of the Premises.

Landlord further grants to Tenant a non-exclusive easement appurtenant to, and for the benefit of, the Premises for the purpose of ingress and egress by Tenant, its employees, agents, visitors, invitees and licensees, between the Premises and a city street or public way outside the Airport, subject to changes therein and substitutions thereto, as provided in the Ground Lease, defined hereinbelow. Tenant hereby acknowledges and agrees that the use of all roadways, taxi lanes and taxiways and other means of ingress and egress granted herein shall be subject to (i) the rules and regulations of the Ground Lessor (defined in the next paragraph of this Section) now in effect or hereafter promulgated for the safe and efficient operation of the Airport, (ii) the right of the Ground Lessor to temporarily or permanently close, or consent to or request the closing of, any roadway, other means of ingress and egress and any other area at the Airport presently or hereafter used as such, so long as an alternate, reasonably equivalent means of ingress and egress shall be available to Tenant, and (iii) the rights of Landlord to redefine and relocate such easement(s) from time to time to facilitate development of the Facility and orderly operation thereof.

Landlord's interest in the Facility is a leasehold in the Land under a ground lease (the "Ground Lease") from The Port Authority of New York and New Jersey (sometimes herein called the "Port Authority" or the "Ground Lessor"). A copy of the Ground Lease is attached as Exhibit "D" hereto. Any and all liability and obligations of the Landlord hereunder and any obligation of the Landlord to construct the improvements to be located on the Land, as set forth herein, shall be subject to the Ground Lease and Basic Lease. The term "Ground Lease" as used in this Lease means the Ground Lease titled "Agreement of Lease" dated as of July 1, 1996, entered into with the Port Authority of New York and New Jersey ("Ground Lessor") and as same may be hereafter amended. The Ground Lease itself is a sub-lease in that the Ground Lessor is the lessee of the Airport under a lease dated October 22, 1947 as heretofore and hereafter amended (the "Basic Lease") from the City of Newark ("Basic Lessor") to The Port Authority of New York and New Jersey, the predecessor of the Ground Lessor.

Section 1.02 Construction of Building Shell and Tenant Improvements.

(A) Tenant has received a copy of the Final Facility Plans, a list of which is attached hereto as Exhibit G. Tenant hereby approves and accepts the Final Facility Plans. The Final Facility Plans are the plans and specifications for the shell improvements for the building in which the indoor parts of the Premises are to be located (such improvements being referred to herein as the "Building Shell"), the plans and specifications for the improvements for the outdoor

parts of the Premises (such improvements being referred to herein as the "Outdoor Improvements") as well as the Tenant Improvements, which are the improvements to be made by Landlord to the Building Shell to accommodate Tenant. For purposes of this Lease, the plans and specifications for the Building Shell and the Outdoor Improvements (and related site plans, parking plans, building elevations, traffic circulation plans and other plans relating to the development of the building in which the Premises are to be located) shall be referred to herein as the "Building Shell Plans". The plans relating to Tenant Improvements shall be the "Tenant Improvement Plans". Landlord has caused or shall cause construction of Building Shell, Outdoor Improvements and Tenant Improvements and shall use diligent efforts, subject to items causing delay beyond the reasonable control of Landlord, to complete same on or before April 9, 1999.

(B) The construction of the Tenant Improvements and other landlord work shall be carried forward with reasonable diligence and without abandonment until completed substantially in accordance with the working drawings and plans and specifications set forth on the list attached as Exhibit G, with such minor changes as may be necessary or required, provided that such changes will not have any substantial adverse effect on the suitability of the Tenant Improvements for normal business operations of Tenant. Any changes requested by Tenant which cause an increase in the price of the construction contract shall be paid for by Tenant at the time the contract is modified plus an additional 10% of such amount as Landlord's construction fee. Within thirty (30) days after such a payment by Tenant, Tenant shall have the right to audit the contract documents reflecting the increased price of the contract. In the event such audit reveals a mistake, then the parties agree to correct the same by payment or refund of the appropriate amount, as applicable. During the course of construction of the Tenant Improvements, Landlord shall regularly schedule job progress meetings frequently enough to permit regular monitoring of construction and scheduling of the Tenant Improvements. Landlord and/or Landlord's representative shall furnish Tenant reasonable prior notice of such meetings. It is expressly agreed and understood that this provision contemplates that Landlord shall be obligated to contract and finish (or cause to be contracted and finished) the Tenant Improvements, subject to reimbursement of the cost of changes requested by Tenant (as set forth above), from Tenant but only to the extent and in the state and condition specified in the list on Exhibit G, subject to the provisions stated below and exclusive of the Tenant Supplied Improvements. Tenant agrees to accept delivery of the Tenant Improvements as so constructed and in such state and condition, upon delivery by Landlord.

(C) Since Landlord is undertaking the construction of the Tenant Improvements as set forth in (A) above, upon completion of construction of the Tenant Improvements, as aforesaid, Landlord will (i) notify Tenant in writing that the Premises are ready for Tenant's occupancy and provide a Certificate of Occupancy (or other similar certificate, permit or occupancy letter which may be issued by the Ground Lessor to allow occupancy of the Premises) and (ii) tender possession of the Premises to Tenant. Within fifteen (15) calendar days after Tenant's initial occupancy of the Premises, Tenant shall give written notice to Landlord as to those items which are not in compliance with the Tenant Improvement Plans by designating same on a "punch list", except that said timely notification shall not apply to any latent defects

which are not apparent upon a reasonable inspection of the Tenant Improvements. If Tenant shall fail to deliver such "punch list" to Landlord within said fifteen (15) calendar day period, Tenant shall be deemed to have accepted the Premises, including, without limitation, construction and installation of the Tenant Improvements.

ARTICLE 2.

TERM

Section 2.01 Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit or addendum hereto, the term of this Lease shall commence (the "Commencement Date") as of the earlier of (i) the first day that all of the following has occurred: substantial completion of the Building Shell, the Outdoor Improvements, and the Tenant Improvements, or (ii) the first day of Tenant's occupancy and opening for business of the Premises, and shall end (the "Expiration Date") on the last day prior to the 10th anniversary of the Commencement Date if the Commencement Date is the first day of a calendar month, but if the Commencement Date is any day other than the first day of a calendar month, the last day just prior to the 10th anniversary of the first day of the first full calendar month following the calendar month in which the Commencement Date occurred, unless sooner terminated pursuant to this Lease (the "Lease Term"). Tenant shall also have the option to extend the term of this Sub-Lease Agreement, if Tenant is not in default of any terms or conditions hereunder at the time of making the election or at the commencement of such extension period, for two separate periods of five (5) years each upon the same terms and conditions set forth herein, provided Tenant gives Landlord at least twelve (12) months prior notice of election before the end of the term (or the end of the first extension period, as applicable). In the event Tenant does not exercise such right within the aforesaid time frame the option period(s) shall be of no force or effect. In order for Tenant to exercise the second five year option period Tenant must have exercised the first option period. Landlord and Tenant agree, at the request of either, to execute a declaration in the form attached hereto and made a part hereof as Exhibit "C" specifying the Commencement Date and Expiration Date of the Lease Term.

Section 2.02 Delay in Commencement. Landlord estimates that the Premises will be ready for occupancy by Tenant on or about May 25, 1999. Tenant agrees that in the event of the inability of Landlord for any reason to deliver possession of the Premises to Tenant on the Commencement Date set forth in Section 2.01, Landlord shall not be liable for any damage thereby nor shall such inability affect the validity of this Lease or the obligations of Tenant hereunder, but in such event Tenant shall not be obligated to pay rent or other monetary sums until Landlord has delivered possession of the Premises to Tenant. In the event Landlord shall not have delivered possession of the Premises to Tenant by April 9, 2000 as extended by a period of time equal to the sum of the periods of time of delay caused by Tenant (the "Termination Date"), Tenant at its option (to be exercised within the thirty (30) days following the Termination Date) may terminate this Lease and, upon Landlord's return of any monies previously deposited by Tenant, the parties shall have no further rights or liabilities under this Lease.

ARTICLE 3.

RENT

Section 3.01 Base Monthly Rent. Tenant covenants and agrees to pay to Landlord a net lease base rental as follows:

Beginning on the date ("Rental Commencement Date") which is the Commencement Date, Tenant hereby agrees to pay to Landlord an annual rent of Three Hundred Twenty Thousand Five Hundred Twenty-Four Dollars and 80/100 ($320,524.80), which Base Rent is based upon an annual rental rate of $22.83 per square foot of gross rentable area (based on 13,040 square feet of gross rentable area), an annual rate of $2.22 per square foot of gross rentable area of GSE area (based on 10,280 square feet of gross rentable area of GSE area). The aforesaid Base Rent shall be paid for each year during the term in equal monthly installments in advance. Each monthly payment shall be due on the 1st day of each month in an amount equal to S26,710.40. In the event of any partial month within the term such monthly payment shall be prorated based on a 30-day month.

The Base Rent and corresponding monthly payment, as above determined taking into account the adjustment for a change in a square footage number(s), shall be further increased during the Lease Term (including any option periods) as follows: (i) on the first (1st) anniversary of the Rental Commencement Date, the Base Rent specified hereinabove shall be increased by an amount equal to the lesser of (a) the product obtained by multiplying the Base Rent except $5.73 per sq. foot of gross rentable area which amount is attributable to Tenant Improvement build out and a special cargo equipment (hereinafter "Net Base Rent") in effect for the preceding twelve-month period times 1.03, or (b) the product obtained by multiplying the Net Base Rent in effect for the preceding twelve-month period times the Year 1 Inflation Factor (as hereinafter defined); and (ii) on each subsequent annual anniversary of the aforesaid increase the Base Rent and corresponding monthly payment shall be further increased during the remainder of the Lease Term (individually a "Every-Year-Anniversary" and collectively "Every-Year-Anniversaries") by an amount equal to the lesser of (a) the product obtained by multiplying the Net Base Rent in effect for the preceding twelve-month period times 1.03, or (b) the product obtained by multiplying the Net Base Rent in effect for the preceding twelve-month period times the Every-Year-Anniversary Inflation Factor (as hereinafter defined). The Net Base Rent definition for each calculation of an increase shall be the Base Rent then in effect less $5.73 per sq. foot of gross rentable area. The Every-Year-Anniversary Inflation Factor means the CPI for the calendar month of the date which is ninety (90) days preceding the particular Every-Year-Anniversary in question divided by the CPI for the calendar month of the date which is one (1) year prior to the date in question. As used herein, the term "Year 1 Inflation Factor" means the CPI (as hereinafter defined) for the calendar month of the date which is ninety (90) days preceding the first (1st) anniversary of the Rental Commencement Date divided by the CPI for the calendar month of the date which is ninety (90) days preceding the Rental Commencement Date. "CPI"

means the National Consumer Price Index for New York City (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"), or any successor agency of the United States that shall issue such indices. In the event that (i) the Bureau ceases to use the 1982-1984 average of 100 as a basis of calculation, or (ii) a substantial change is made in the number or character of "market basket" items used in determining the CPI, or (iii) Landlord and Tenant mutually agree in writing that the CPI does not accurately reflect the purchasing power of the dollar, or (iv) the CPI should be discontinued for any reason, Landlord shall designate from indices supplied by the Bureau an alternative index comparable to the CPI together with information which will make possible the conversion to the alternative index in computing the Inflation Factors. If for any reason the Bureau does not furnish such an index or such information, the parties shall thereafter accept and shall use such other index of comparable statistics on the cost of living for the county in which the Premises is located, as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by Landlord, but subject to the reasonable approval of Tenant. At least twenty (20) days prior to any date on which the Base Rent is to be increased pursuant to the foregoing provisions, Landlord will submit to Tenant a statement of the amount of such increase and the calculation upon which such increase is based.

All sums due as Base Rent, additional rent or any other sums due hereunder shall be paid in United States funds.

Tenant shall also pay, as additional rent, all other sums of money that shall become due from and payable by Tenant to Landlord under this Lease. Landlord shall also have the same remedies for default for the payment of additional rent as are available to Landlord in the case of default in the payment Base Rent. The Base Rent, together with any adjustments of rent provided for herein then in effect, shall be due and payable on the first day of each calendar month during the Lease Term and any extension or renewal thereof. Tenant hereby agrees to so pay such rent to Landlord at Landlord's address herein provided (or such other address as Landlord may designate to Tenant in writing from time to time) monthly in advance, without demand, counterclaim or offset. If the Lease Term terminates on other than the last day of the month, then the installment on Base Rent for such month shall be prorated based on the number of days in such month which are a part of the Lease Term and the installment so prorated shall be paid in advance on the first day of the last month of the Lease Term, as the case may be. In addition to the administrative late charge set forth hereinafter, any payment past due over thirty (30) days shall accrue interest thereon from the due date until paid at the lesser of (i) the maximum nonusurious rate of interest permitted by applicable law, or (ii) an annual interest rate of eighteen percent (18%).

Section 3.02 Operating Expenses. In addition to the Base Rent provided in Section 3.01 above and from and after the Rental Commencement Date, Tenant shall pay to Landlord in monthly installments as additional rent the product obtained by multiplying the ratio ("Tenant's Expense Percentage") that the leased area of the Premises bears to the total rented cargo operations areas, as this is adjusted from time to time, of the Facility times all of the operating

expenses of the Facility ("Base Expenses") (which product shall be referred to herein as "Tenant's Share of Base Expenses"). The initial Tenant's Expense Percentage shall equal 6.123 percent. Base Expenses shall include, but not be limited to, the following: real and personal property taxes, assessments or charges imposed by any federal, state, county or municipal authority or government; all maintenance, repairs, and replacements; the cost of janitorial services and security services; the cost of removal of rubbish, debris, and garbage, leasing of equipment, cost of signs and the maintenance and energy for the same, insurance premiums for fire, extended coverage, liability, rent interruption and other insurance that Landlord and Ground Lessor deem necessary for the operation of the Facility; trash and snow removal; landscaping; all services, supplies, repairs, replacements and other expenses for maintaining and operating the Facility, the cost of all personnel to administer, clean, maintain, supervise, regulate, including but not limited to, all payroll, payroll taxes, insurance, parking areas and common areas; license fees, impact fees and other Facility related governmental or Ground Lessor charges, if any applicable to the Facility whether pursuant to the Ground Lease or from action of any governmental entity of competent jurisdiction and all other charges and fees by whatever name called payable by or charged to Landlord by Ground Lessor under or pursuant to the Ground Lease, including but not limited to, items for repair, maintenance, replacement and installation, but excepting only the "Ground Rental" as defined in the Ground Lease which Ground Rental is dealt with in Section 3.03 of this Lease; the cost, including interest, amortized over its useful life, of any improvement made to the Facility by Landlord after the date of this Lease which is required under any governmental law or regulation that was not applicable to the Facility at the time the Facility was initially constructed; the cost, including interest, amortized over its useful life, of the installation of any device or other equipment which improves the operating efficiency of any system within the Facility and thereby reduces operating expenses to the extent such reduction in operating expenses exceeds the cost of acquisition and installation; the cost, including interest, amortized over its useful life of any equipment used in the operation, maintenance or cleaning of the Facility or Land; all utilities not separately metered to a tenant or to the Tenant; and fees payable to Landlord for the management or operation of the Facility. Base expenses shall not include the portion of any amount directly chargeable by the terms of this Lease to a particular tenant other than the Tenant which is a party to this Lease. Landlord agrees to use commercially reasonable efforts to operate its Facility in a cost efficient manner. Upon receipt of a statement therefor, Tenant shall pay to Landlord monthly in advance Tenant's Share of Base Expenses in addition to Base Rent, which payment shall be due and payable at the same time that Base Rent is due. Landlord agrees to provide to Tenant within a reasonable period of time at the end of each calendar year of the Lease Term a statement of actual Base Expenses incurred with respect to the operation of the Facility covering the preceding year. In the event that under the terms of Section 3.01 Tenant is only to pay a pro rata portion of a month, Tenant's Share of Base Expenses, if any, shall be similarly prorated for said month. The payments specified in this section shall be in addition to, and not in lieu of, other payments required under this Lease. Landlord may from time to time estimate in advance the Base Expenses for the ensuing Lease Year and Tenant's Share of Expenses for such year in which event Tenant shall pay one-twelfth thereof to Tenant at the same time that Base Rent is due (except that Tenant's obligation to pay Tenant's Share of Expenses shall start on the Commencement Date (which may be prior to the

Rental Commencement Date) and Landlord and Tenant shall, within ninety (90) days following each Lease Year, account between them for any underpayment or overpayment of the total of estimated Tenant's Share of Expenses as compared to Tenant's Share of Expenses based upon the actual Base Expenses (operating expenses) experienced by Landlord for such Lease Year by Tenant's paying to Landlord an amount equal to the underpayment on demand or by Landlord's paying to Tenant an amount equal to the overpayment). As used herein, the term "Lease Year" means a period of one (1) year, the first such Lease Year to begin on the Commencement Date and to end at the close of the twelfth full calendar month following the Commencement Date; thereafter, each Lease Year shall consist of successive periods of twelve calendar months. Tenant shall also pay to the Landlord 100% of all fees and charges by whatever name called payable by Landlord or Tenant under the Ground Lease attributable to this Lease or the Tenant's business at or use of the Premises, such payment being due and payable to Landlord at the times provided in the Ground Lease or upon Landlord's demand or, at the option of Landlord directly to Ground Lessor at the times provided in the Ground Lease or upon Ground Lessor's demand. Tenant's obligation under this Section 3.02 starts on the Commencement Date (which is prior to the Rental Commencement Date). All fees and charges due under the Ground Lease (except the "Ground Rental" payable by Landlord) shall be considered attributable to this Lease and/or Tenant's business at or use of the Premises, however for any such fee or charge attributable to more than Tenant's Premises within the Ground Lease area, the portion of the fees and charges attributable to the Premises shall be determined by multiplying such fee or charge by the ratio set forth in the first sentence of this Section 3.02.

Section 3.03 Ground Rent. The calculation of Base Rent does not include the annual ground rental or any increases thereto (estimated to be $1.55 per square foot for 1996 calendar year) which Landlord is obligated to pay under the terms of the Ground Lease. Tenant will pay to Landlord, Tenant's proportionate share of the entire ground rental and any increases paid by Landlord each year of the term in equal monthly installments in advance. For purposes of this Lease, Tenant's proportionate share of the ground lease area is 60,861 square feet. In addition Tenant shall pay to Landlord Tenant's proportionate share (which proportionate share shall be determined using the Tenant's Expense Percentage) of any other charges payable by Landlord to Ground Lessor in addition to those currently being charged for which Tenant is liable hereunder. Tenant's obligation under this Section 3.03 starts on the Commencement Date (which may be prior to the Rental Commencement Date). If the Commencement Date is other than the first day of a month, then the amount for such partial month will be the applicable monthly amount times a fraction, the numerator of which is the number of days from and including the Commencement Date through the end of such month, and the denominator is 30.

Section 3.04 Security Deposit. On or before the tenth day after execution of this Sub-Lease Agreement, Tenant shall deposit with Landlord the sum of $100,000.00 (the "Security Deposit"), which sum may either be deposited in cash or in the form of an unconditional and irrevocable letter of credit, issued by a United States Bank with an A rating or better, which letter of credit shall be issued for a term of one (1) year and shall be automatically renewed annually so that such letter of credit shall remain in effect until the date which is thirty (30) days after the

Expiration Date of this Lease, and shall otherwise be in form and substance reasonably acceptable to Landlord. The Security Deposit is computed at an amount equal to approximately two months' Base Rent as initially stated in Section 3.01. In the event the Base Rent becomes adjusted prior to the Closing Date because of the changes and adjustments provided for in Section 3.01, then the Security Deposit shall likewise be adjusted accordingly. Said Security Deposit shall be held by Landlord as a security deposit for the faithful performance by Tenant of all economic payments (including but not limited to payments of Base Rent and obligation towards the ground rental under the Ground Lease) of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provisions relating to the payment of rent and any of the monetary sums due therewith, Landlord may (but shall not be required to) draw down, use, apply or retain all or any part of the Security Deposit for the payment of any sum which Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said Security Deposit is so applied, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount; Tenant's failure to do so within said ten (10) day period shall be a material breach of this Lease. In the event the Security Deposit is in the form of cash, Landlord shall be required to keep the Security Deposit separate from its general funds bearing interest at a commercial rate which interest shall become part of the Security Deposit. If Tenant shall fully and faithfully perform each and all of its obligations under this Lease, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the Lease Term (or any renewal term) and after Tenant has vacated the Premises. In the event of a transfer of Landlord's position under this Lease and if said Security Deposit is delivered to Landlord's successor in interest, Landlord is thereupon released from all liability for the return of said Security Deposit or the accounting therefor.

ARTICLE 4.

USE OF PREMISES

Section 4.01 Permitted Use. The Premises shall be used and occupied only by Tenant and only for the following specific purposes and for no other purposes whatsoever without *obtaining the prior written consent of Landlord and Ground Lessor: the handling of air cargo,* U.S. mail and occasional ground support vehicle maintenance of Tenant and other airlines using the Airport and necessary and incidental activities incidental to the aforesaid handling of air cargo. Notwithstanding the foregoing, Tenant may have employees of Tenant's contractors on the Premises in furtherance of Tenant's use as aforesaid and provided such employees are under the supervision and general control of Tenant. Landlord or Ground Lessor may require that all of Tenant's employees be in uniform and/or carry identification badges, acceptable to Landlord and Ground Lessor.

Tenant covenants with and warrants and represents to Landlord that the Premises shall be used and occupied only for the purposes set forth in this Section 4.01 hereinabove and that the

performance of the activities permitted under this Section 4.01 shall be solely for Tenant and not for any other entity whatsoever, except as otherwise specifically provided under both this Lease and the Ground Lease.

Section 4.02 Prohibited Uses.

(A) Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with this Lease or will in any way conflict with or cause a breach under the Ground Lease or Basic Lease or conflict with or violate any law, statute, zoning restriction, deed restriction, ordinance or any environmental or governmental rules or regulations or requirements now in force or which may hereafter be enacted or promulgated and Tenant shall at its sole cost and expense promptly comply with all said laws and regulations. Tenant shall not use the Premises for any purpose which is illegal, or which in Landlord's reasonable opinion, creates a factual or legal nuisance.

(B) Tenant shall not do or permit anything to be done in or about the Premises which (i) will increase the existing rate of insurance upon the Premises or the building of which the Premises is a part, or the Facility (unless Tenant shall pay such increased premiums) or cause the cancellation or reduction of coverage of any insurance policy covering said Premises or any building of which the Premises may be a part or located at the Airport, or (ii) which, in the opinion of the Landlord or Ground Lessor, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Lease, nor shall Tenant sell or permit to be kept, used or sold in or about said Premises, any articles which may be prohibited by a standard form policy of fire insurance.

(C) Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of any building of which the Premises may be a part or the Facility. Tenant shall not commit, or suffer to be committed, any waste in or upon the Premises. Tenant shall conduct its operations on the Premises and the Airport in a safe and careful manner.

(D) Tenant shall conduct its operations in the Airport in an orderly and proper manner, so as not to unreasonably annoy, disturb or be offensive to others at or off the Airport. Tenant shall take all reasonable measures, with respect to its operations, to (i) eliminate vibrations originating on the Premises tending to damage any equipment, structure, building or portion of a building located at or off the Airport, and (ii) keep the sound level of operations on the Premises at an industry comparable level.

(E) Intentionally Omitted.

(F) Tenant shall not permit the accumulation of paper, cans, bottles, wrappers, rags, trash, junk or debris on the Premises. No garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or deposited into or upon the Airport, Facility (outside

the Premises), waters at or bounding the Airport, but shall be removed from the Premises in an orderly, efficient and proper manner. Tenant agrees to promptly comply with any clean-up notices given to Tenant by either Landlord or Ground Lessor. Failure by Tenant to comply with any such cleanup notice shall constitute a material default by Tenant under this Lease entitling Landlord to exercise any remedy set forth in Article XIII hereof.

(G) Tenant shall not commit or permit to be committed any unlawful nuisance or waste on or injury to the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the Premises.

(H) Tenant shall not cause or create or permit to be caused or created upon the Premises, or on the Airport derived from operations at the Premises, any obnoxious odors or smoke, or noxious gases or vapors. The creation of exhaust fumes by the normal operation of aircraft engines, so long as the same are operated and maintained properly, shall not be a violation of this Section.

(I) Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communication system, electrical system, fire-protection system, sprinkler system alarm system, fire estate and hoses and other systems, if any installed or located on, under, or in the Premises or elsewhere at the Airport.

(J) Tenant shall not dispose of nor permit anyone to dispose of any waste material taken from aircraft, or otherwise, (whether liquid or solid) by means of the toilets (other than for human waste), manholes, sanitary sewers or storm sewers at or approximate to the Premises or elsewhere on the Airport, except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Landlord and Ground Lessor.

(K) Tenant shall not keep or store, or permit to be kept or stored flammable liquids within any enclosed portion of the Premises in violation of the state's fire code.

(L) Tenant shall not start or operate or permit another to start or operate any engine or any item of automotive equipment in any enclosed space on the Premises, unless such space is adequately ventilated and unless such engine or item of automotive equipment is equipped with a proper spark-arresting device which has been approved by the Landlord and Ground Lessor.

(M) Tenant shall not operate or cause or allow to be operated aircraft engines in or around the Premises other than for the purpose of taxiing or maneuvering aircraft to and from the Premises or in connection with authorized aircraft maintenance and repair of the Premises.

(N) Except as otherwise provided herein, Tenant shall not keep or store or permit to be kept or stored, aviation fuel on the Premises.

(O) Tenant shall not install, operate or maintain or allow the installation, operation or presence at the Premises of any public address system without the prior written approval of the Landlord and Ground Lessor.

(P) Tenant shall not fuel or defuel or allow the fueling or defueling of equipment in any enclosed portion of the Premises, except as provided in the Ground Lease

Section 4.03 Non-Discrimination.

(A) Without limiting the generalities of any of the provisions of this Lease, as a part of the consideration hereof, Tenant hereby acknowledges, covenants and agrees as a covenant running with the land (1) that no person on the grounds of race, creed, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises by Tenant; (ii) that in the construction of the improvements provided for in this Lease and the furnishing of services on the Premises by Tenant, no person on the grounds of race, creed, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (iii) that Tenant shall use the Premises, maintain and operate its facilities and provide its services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations orders or directions of the United States of America with respect thereto which from time to time may be applicable to Tenant's operations on the Premises or at the Airport, whether by reason of agreement between Landlord and/or Ground Lessor and the United States Government, or otherwise. Tenant shall indemnify and hold harmless Landlord and Ground Lessor from any claims and demands of third persons and the United States of America resulting from Tenant's non-compliance with the provisions of this Section 4.03 and Tenant shall reimburse Ground Lessor and Landlord for any loss or expense incurred by reason of such non-compliance.

(B) Tenant hereby agrees that Landlord and Ground Lessor shall have the right, but not the obligation, to take any such action as the United States of America may direct to enforce the covenants and agreements of this Section 4.03 or such other action as is otherwise provided herein.

ARTICLE 5.

TENANT'S COMPLIANCE WITH GROUND LEASE, RULES AND REGULATIONS

Section 5.01 Ground Lease.

(A) Landlord has furnished Tenant a true copy of the Ground Lease. By execution of this Lease, Tenant acknowledges receipt of such copy and agrees not to cause and not to permit any breach of Landlord's covenants under the Ground Lease relating to Tenant's use and occupation of the Premises and to be bound by all the terms and provisions of the Ground Lease. Tenant agrees to perform all of Landlord's obligations under the Ground Lease as the same applies to the Premises or the Airport including rules and regulations except for the payment of Ground Rentals under the Ground Lease. Tenant shall indemnify Landlord against all actions, expenses, claims and demands made, suffered or sustained by the Landlord as a result of breach by the Tenant of the covenants as aforesaid, except Landlord's covenant to pay Ground Rentals under the provisions of said Ground Lease. Tenant's obligations under this Section 5.01 or other sections of this Lease under which Tenant undertakes responsibilities with respect to the Ground Lease are in addition to and cumulative to the obligations of Tenant under sections of this Lease that may call for the same or similar compliance, action, or inaction by Tenant and do not preempt the fields or subjects covered. However in the event this Lease permits or authorizes or does not prohibit action or inaction by the Tenant, but such action or inaction by Landlord as a tenant or lessee under the Ground Lease is prohibited, the Ground Lease shall govern.

(B) Without limiting the generality of any other term or provision hereof, Tenant hereby acknowledges and agrees as follows:

(1) This Lease is subject and subordinate to all of the terms, covenants, conditions, and provisions of the Ground Lease and the rights of the Ground Lessor thereunder, and the Basic Lease and the rights of Basic Lessor thereunder, and this Lease shall terminate and expire, without notice to Tenant, on the earliest to occur of the termination of this Lease, as provided herein, or the termination of the Ground Lease as provided therein, or the termination of the Basic Lease as provided therein.

(2) Tenant shall be bound by and subject to all of the terms and provisions of the Ground Lease with respect to Tenant's occupancy and use of the Premises thereunder and activities on or about the Premises, to the same extent and with like effect as to the Ground Lessor as if Tenant were Landlord, including, but not limited to the obligations of Landlord under the Ground Lease dealing with law compliance, compliance with Airport rules and regulations, the conduct of prohibited activities and operations, rights of entry and non-discrimination.

(3) Tenant shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, age or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E and that no person shall be excluded on the aforementioned grounds from participating in or receiving the services or benefits of any program or activity covered by 14 C.F.R. Part 152, Subpart E. Tenant shall require that its covered suborganizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

(4) This Lease is subject to the prior written approval and. consent of Ground Lessor and such approval and consent is a condition precedent to the validity and effectiveness of this Lease.

Section 5.02 Landlord's Rules and Regulations. To facilitate the safe and orderly operation and care and cleanliness of the Premises and the Facility, Landlord may promulgate reasonable rules and regulations which shall not be inconsistent with the proper and rightful enjoyment of the Premises by Tenant and for the preservation of good order therein. Landlord shall also from time to time make reasonable amendments and additions to said rules and regulations. Tenant agrees that said rules and regulations shall be observed and performed by Tenant, its employees and agents, and Tenant further agrees that it shall not permit conduct in violation thereof by its invitees and licensees. All such rules and regulations hereafter to be established by Landlord shall form a part of this Lease as if now set forth at length herein. Any rules and regulations established by Landlord which are required by Ground Lessor shall be deemed reasonable and binding on Tenant.

Section 5.03 Compliance with Laws, Rules and Regulations. Tenant agrees to comply and cause its employees, agents, invitees and licensees to comply, with reasonable promptness after being advised thereof, with all rules, regulations, orders and directives, pertaining to the Airport, now in existence or hereafter promulgated by the Ground Lessor or by any governmental authority or agency having jurisdiction thereover in the interest of health, safety, sanitation and good order at the Airport and the economic and efficient operation of the Airport and to cause its various tenants, invitees and licensees to comply with all present and future federal, state and municipal laws, statutes, ordinances and regulations hereafter enacted or promulgated, which may apply to the Airport or apply to or affect the use of the Premises and the Airport by Tenant. Tenant agrees to promptly make all nonstructural improvements, repairs and alterations to any and all facilities located in the Premises when required by law, ordinance, rule, order or regulation. Further, Tenant shall also comply and cause its employees, agents, invitees and licensees to comply with all valid and applicable rules, orders and regulations of (i) the police, health and fire departments, and (iii) the National Board of Fire Underwriters or similar organization for the prevention of fire or for the correction of unhealthy or hazardous conditions. Tenant shall procure from all governmental authorities having jurisdiction over the operations of

Tenant hereunder all licenses, certificates, permits or other authorization which may be necessary for the conduct of such operations.

Section 5.04 Environmental Compliance Definitions.

(A) Hazardous Substances. As used below, "Hazardous Substances" shall mean any substances, or materials which are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), The Federal Water Pollution Control Act as now or hereafter amended, the Hazardous Materials Transportation Uniform Safety Act of 1990, as now or hereafter amended, and The Resource Conservation and Recovery Act, as now or hereafter amended ("RCRA").

(B) Hazardous Substance Laws. As used below, "Hazardous Substance Laws" shall mean any and all federal, state and local laws, ordinances, regulations and standards relating to the sale, generation, production, manufacture, refining, analysis, transportation, treatment, storage, handling, disposal or use of any Hazardous Substances or Hazardous Wastes.

(C) Hazardous Waste. As used below, "Hazardous Waste" shall mean any solid waste designated as hazardous waste pursuant to any applicable state or local Hazardous Substance Laws, as now or hereafter amended, or as otherwise provided by federal or state law.

(D) Hazardous Substances or Wastes. As used below, "Hazardous Substances or Waste" shall mean Hazardous Substances, Hazardous Waste, or both.

(E) Environmental Laws. As used below, Environmental Laws" shall mean all federal, state or local statutes, laws, regulations or ordinances relating to industrial hygiene, worker and community safety and protection of the environment including, but not limited to, Hazardous Substance Laws.

Section 5.05 Industrial Sites Remediation (ISRA). Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, and all other applicable Environmental Laws and the regulations promulgated thereunder ("ISRA"). In this regard, Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the applicable governmental agencies, including but not limited to, the New Jersey Department of Environmental Protection (NJDEP) and their successor bureaus and agencies (the "Bureau"), and Tenant shall provide copies of same to Landlord simultaneously with such submission. Should the Bureau or any division of NJDEP require that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of Hazardous Substances or Waste at the Premises which occur during the Lease Term, then Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurance,

and carry out the approved plans. Tenant's obligations hereunder shall arise if there is a cessation, termination, or transfer of Tenant's operations at the Premises pursuant to ISRA or any other applicable governmental law which requires any action, including any remediation action, or upon the occurrence of any other act, omission or event which subjects Tenant or Tenant's use to the requirements of ISRA, or upon the occurrence of any other act, omission or event which subjects Tenant or Tenant's use to the requirements of ISRA, Tenant shall indemnify, defend and save Ground Lessor and Landlord harmless from fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with Tenant's failure to provide all information, make submissions and take all actions- required by the Bureau, NJDEP or any division of NJDEP. Tenant's obligations and liabilities under this Section 5.05 shall continue so long as Tenant remains responsible for any spills or discharges of Hazardous Substances or Waste at the Premises which occur during the Lease Term.

Section 5.06 Environmental Permits and Licenses. Tenant shall, at its own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required under any Environmental Laws for Tenant's use of the Premises or any part of the Airport.

Section 5.07 Handling of Hazardous Substances and Waste. Tenant shall cause any and all Hazardous Substances or Waste removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and waste. Tenant shall in all respects generate, manufacture, refine, transport, treat, store, handle, or dispose of any and all Hazardous Substances or Waste in, on, under, on about the Premises in conformity with all applicable Hazardous Substance Laws and prudent industry practices regarding management of such Hazardous Substances or Waste. Upon expiration or earlier termination of the Lease Term, Tenant shall cause all Hazardous Substances or Waste to be removed from the Premises (except such Hazardous Substances or Waste, if any, as were located on the Premises prior to the commencement of Tenant's occupancy thereof) and to be transported for use, treatment, storage, or disposal in accordance and compliance with all applicable Hazardous Substance Laws; provided, however that Tenant shall not take any remedial action in response to the presence of any Hazardous Substances or Waste in, on or about the Premises (except for emergency situations, including but not limited to emergencies due to spills, where notification to Landlord is not practical, but to which notice shall be given as soon as practical), nor enter into any settlement agreement, consent decree, or other compromise with any party in respect of any claims relating to any Hazardous Substances or Waste in any way connected with the Premises without first notifying Landlord of Tenant's intention to do so as to afford Landlord an opportunity to intervene and protect Landlord's interest with respect thereto.

Section 5.08 Environmental Damages: Notices. If at any time Tenant shall become aware, or has reasonable cause to believe, that any Hazardous Substance or Waste has come to be located in, on or about the Premises, immediately upon discovering such presence or suspected presence of any Hazardous Substance or Waste, Tenant shall take the appropriate remedial steps under the circumstances to mitigate damage or prevent future harm. Additionally, Tenant shall

give written notice of that condition to Landlord and notify the appropriate authorities as required by law. In addition, Tenant shall notify Landlord immediately in writing of (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened against Tenant pursuant to any Hazardous Substance Law, (ii) any claim made or threatened by any person against Tenant relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Substances or Waste, and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Substances or Waste in, on or about, or removed from the Premises, including any inquiries, complaints, notices, warnings, or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all inquiries, claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises, or Tenant's use thereof. Upon written request of Landlord, Tenant shall deliver promptly to Landlord copies of manifests reflecting the legal and proper disposal of all Hazardous Substances or Waste removed from the Premises. Landlord acknowledges that Tenant routinely transports Hazardous Substances on a limited basis, in compliance with all Environmental Laws and that the manifest for such Hazardous Substances consist of flight manifest which are only retained by Tenant for a limited time. Tenant agrees to keep such manifest as required by any Environmental Law and/or any federal aviation law.

Section 5.09 Correspondence Regarding Environmental Laws. Tenant shall promptly provide Landlord with (i) all documentation and correspondence by and between Tenant and NJDEP and/or any Bureau, and (ii) any notices, correspondence and submissions made by Tenant to NJDEP and/or any Bureau, the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state) or federal authority which requires submission of any information concerning environmental matters or Hazardous Waste or Hazardous Substances, and any notices, correspondence, documents and directives received by Tenant from any of said agencies. This Section 5.09 applies only to the Premises.

Section 5.10 Indemnification by Tenant for Environmental Matters.

(A) Tenant shall indemnify and hold Landlord free and harmless from any and all liabilities, damages, claims, causes of action, costs or expenses, including reasonable attorneys' fees and the costs and expenses of investigating and defending any claims or proceedings against Landlord or any claims or proceedings for which Landlord may incur any liability, resulting from or attributable to the use, sale, generation, production, manufacture, treatment, handling, analysis, storage, transportation, or disposal of Hazardous Substances or Hazardous Waste or the violation of any and all Environmental Laws or the presence of any Hazardous Substances or Wastes on the Premises or the Airport resulting from the business and operations of the Tenant conducted at the Premises or the Airport or relating to the business and operations of the Tenant conducted at the Premises or Airport, whether such activities are known or unknown to Tenant, from and after the Commencement Date of this Lease.

(B) Indemnification by Landlord for Environmental Matters. Landlord shall indemnify and hold Tenant free and harmless from any and all liabilities, damages, claims, causes of action, costs or expenses, including reasonable attorneys' fees and the costs and expenses of investigating and defending any claims or proceedings against Tenant or any claims or proceedings for which Tenant may incur any liability, resulting from or attributable to the use, sale, generation, production, manufacture, treatment, handling, analysis, storage, transportation, or disposal of Hazardous Substances or Hazardous Waste or the violation of any and all Environmental Laws or the presence of any Hazardous Substances or Wastes on the Premises or the Airport resulting from the direct action of the Landlord conducted at the Premises or the Airport from and after the Commencement Date of this Lease.

Section 5.11 Access to Premises. Tenant shall permit NJDEP, Ground Lessor, Landlord or any agent thereof to enter the Premises at any time for any purpose including, but not limited to the purpose of fulfilling that party's obligations under any Environmental Law including, without limitation, its obligation to treat existing conditions.

Section 5.12 Premises Condition. At the end of the term or earlier termination of this Lease or Tenant's possession, Tenant shall be responsible to remove any and all Hazardous Substances and Waste from the Premises.

ARTICLE 6.

IMPROVEMENTS AND ALTERATIONS

Section 6.01 Improvements and Alterations. After accepting possession of the Premises by Tenant pursuant to the terms of this Lease Tenant shall make no alterations, additions, or improvements in or to the Premises in excess of $100,000.00 or, without regard to cost, that change the nature or reduce the value of the improvements or the Premises or which are structural in nature without the prior written consent of Ground Lessor and Landlord, which consent of Landlord shall not be unreasonably withheld. Landlord may require that Tenant provide to Landlord a payment and performance bond in favor of Landlord and Tenant prior to the start of any work. All work shall be done in conformance with all applicable laws, rules, regulations and codes. Tenant shall secure any and all governmental permits required in connection with any such work, and shall indemnify and hold Landlord harmless from any and all liability (including attorney's fees) resulting therefrom. Unless otherwise provided in the Ground Lease or Basic Lease or waived by the Ground Lessor and Basic Lessor, all alterations, additions and improvements (except trade fixtures, appliances and equipment which shall not be deemed a part of the Premises) shall immediately become the property of Landlord without any obligation to pay Tenant therefor and shall not be removed by Tenant except as hereinafter provided. Upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord which shall be given at least ten (10) days prior to the end of the Lease Term, at Tenant's sole cost and expense, forthwith and with all due diligence remove any alterations, additions or improvements made by Tenant which are designated by Landlord for

removal and repair any damage to the Premises caused by such removal. Upon completion of any such alterations, additions or improvements, Tenant will provide Landlord "as built" plans reflecting the alterations, additions and/or improvements.

Section 6.02 Liens. Tenant agrees that it shall not create or permit to be created any lien against the Premises or any part thereof. Further, Tenant agrees that it shall not enter into any contracts of a type which would attempt to permit a lien or liens to become attached to the remainder interests of Ground Lessor in the Premises. At Landlord's request, Tenant shall furnish written proof of payment of any items which would or might constitute the basis for such a lien on the Premises if not paid, and if an item is being contested by Tenant, evidence satisfactory to the Landlord that Tenant is contesting the validity thereof in good faith and has the financial ability to discharge the debt if the matter is decided adversely to Tenant. Nothing herein or elsewhere in this Lease shall infer, and it is not intended, that the Landlord's leasehold title, or other interest in the Premises may in any manner whatsoever be subordinated to any lien or other encumbrance., In the event that any such lien is filed against the Premises or the Facility, or, any portion thereof, or any interest therein, Tenant shall cause the same to be canceled or discharged of record by payment, bonding or otherwise within twenty (20) days of the filing thereof. In the event that any such lien, claim or claims exceed, individually or in the aggregate, the sum of $10,000.00, bonding by Tenant with respect to such excess amount shall not be sufficient to comply with Tenant's obligations hereunder; and Tenant shall cause any such lien to be canceled or discharged of record by payment within twenty (20) days after the filing thereof, or at such earlier time as shall be necessary to prevent foreclosure thereof. In the event that any such lien is attached to the Premises, the Facility or any portion thereof or interest therein, and Tenant shall fail to obtain the cancellation or discharge of the same within the time period provided hereinabove, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same, and any amount paid by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as additional rent. Tenant shall indemnify and hold Landlord harmless from all costs, damage, claims and expense (including attorneys' fees) occasioned by the filing of any such lien.

ARTICLE 7.

INDEMNITY

Section 7.01 Indemnity. Tenant agrees that Landlord shall not be liable for injury to any person, or for the loss of, or for the damage to, any property (including property of Tenant) occurring in or about the Premises from any cause whatsoever, except for Landlord's negligence. Tenant hereby indemnifies and holds Landlord harmless from and against same and agrees to defend Landlord against any and all claims, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorney's fees) arising, claimed, charged, or incurred against or by Landlord from any matter or thing arising from Tenant's use of the Premises, the conduct of its business or from any activity, work or things done, permitted, or suffered by the Tenant in or

about the Premises other than any such claims, charges, liabilities, obligations, penalties, damages, cost and expenses arising from Landlord's negligence, intentional misconduct or breach of this Agreement. Tenant shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of such claim Tenant shall defend the same at Tenant's sole expense by counsel reasonably satisfactory to Landlord. The indemnification provided in this section shall survive any termination or expiration of this Lease. Without limiting the generality of the above, Landlord and its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises, or from pipes, appliances or plumbing works therein or from the roots, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord and its agents shall not be liable for interference with the light, air, or any latent defect on the Premises. Tenant shall give prompt notice to Landlord in case of casualties or accidents on the Premises.

ARTICLE 8.

INSURANCE

Section 8.01 Insurance. Tenant shall, at its own expense, maintain at all times during the Lease Term an adequate comprehensive general liability insurance with an insurance company or companies licensed to do business in the State of New Jersey, with a Best rating of A-VIII or better and acceptable to Ground Lessor and Landlord with minimum Combined Single Limit Coverage of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00) (including, but not limited to, premises operations, products liability, complete, operations, and warehousemen's legal liability covering bodily injury, including death, and property damage liability, the foregoing not to contain care, custody or control exclusions or any exclusions for bodily injury to or sickness, disease or death of any employee of Tenant) to insure Landlord, Tenant and Ground Lessor against any such claims, demands, losses, damages, liabilities and expenses. Tenant shall, at its own expense, also maintain at all times during the Lease Term (a)insurance covering its furniture, fixtures, equipment and inventory against, fire and all risks covered by standard extended coverage endorsement in an amount equal to the greater of (i) FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or (ii) the full insurable replacement value thereof, (b) Worker's Compensation insurance as required by law, and (c) comprehensive automobile liability insurance covering all owned, non-owned and hired motor vehicles and including automatic coverage for newly acquired vehicles with a Combined Single Limit of not less than FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00). Subject to the terms of the Ground Lease, Tenant may self insure for same, but if Tenant does so insure, for purposes of the waiver of subrogation, Tenant shall be deemed an insurance company and the waiver of subrogation shall

apply to Tenant. Landlord and Ground Lessor shall be named as Additional Insureds in all of said policies referred to in this Section 8.01. The policy shall bear an endorsement that same shall not be canceled, terminated, modified or materially changed without thirty (30) days prior written notice to Ground Lessor and Landlord. Said policy or policies shall provide or contain an endorsement providing that the protections afforded the Tenant thereunder with respect to any claim or action against Tenant by a third party shall pertain and apply. Tenant represents and warrants that Landlord and Ground Lessor shall be named additional insureds at all times during the term of this Lease, as some may be extended with like affect with respect to any claim or action against Tenant by the Ground Lessor, without limiting or affecting the protections afforded the Ground Lessor as an additional insured, and the protection afforded the Ground Lessor thereunder with respect to any claim or action against Ground Lessor by a third party shall pertain and apply with like affect with respect to any claim or action against Ground Lessor, by the Tenant. If aircraft liability insurance becomes commercially available to Tenant, Tenant shall also obtain and maintain same hereunder with coverage in the minimum amounts then required by Ground Lessor. If Tenant fails to maintain any insurance provided for herein, Landlord may (but is not obligated to) maintain the same on behalf of Tenant, and any premiums paid by Landlord shall be deemed additional rent and shall be due on the payment date of the next installment of Base Rent hereunder.

Section 8.02 Waiver of Right of Recovery. Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss in or about the Premises from perils insured against under their respective insurance policies (or self insurance) including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided that this section shall be inapplicable if it would have the effect, but only to the extent that it would have such effect, of invalidating any insurance coverage of Landlord or Tenant.

Section 8.03 Certificates of Insurance. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant under the provisions of this Lease shall be delivered to Landlord and Ground Lessor at least fifteen (15) days prior to the Commencement Date of the Lease and thereafter, at time of policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Lease. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

ARTICLE 9.

COMMON AREAS

Section 9.01 Control of Common Areas by Landlord. Landlord shall at all times have the exclusive control and management of the common areas which shall include but not be limited to, all vehicle parking areas, access roads, driveways, entrances, loading docks,

washrooms, sidewalks, landscaped areas, exterior stairways, and other areas, improvements and facilities provided by Landlord from time to time for the general use of tenants of the Facility, their officers, agents, employees and invitees; provided, however, such common areas shall not include any of the aircraft apron areas which service either the Facility or the Premises. Landlord reserves the right to modify, add to and/or delete portions of the common areas. Landlord shall have the right from time to time to employ personnel, establish, modify and enforce reasonable rules and regulations, construct and maintain all common operating facilities, police the common areas and facilities, change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to, restrict parking by Tenant, its officers, agents and employees to employee parking areas, close all or any portion of the common areas and facilities, permit maintenance and other required activities and to prevent the accrual of any right in any person or the public thereto, close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking, and to do or perform such other acts in and to the common areas and facilities as, in the exercise of its judgment, Landlord shall determine to be appropriate to the maintenance and improvement for the convenience and use thereof by tenants of the Facility, their employees, invitees and customers. Landlord agrees to use commercially reasonable efforts not to interfere with Tenant's business operation in so doing.

Section 9.02 License. All common areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license. If the amount of such areas or facilities be diminished or changed, such diminution or change shall not be deemed constructive or actual eviction, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent.

ARTICLE 10.

ASSIGNMENT OR SUBLEASE

Section 10.01 No Assignment or Sublease by Tenant. Tenant shall not assign, sublease, mortgage, sell and lease back, hypothecate, or transfer this Lease, or any interest therein, nor permit the Premises to be used or occupied by others, nor shall this Lease or any interest therein be assignable or transferable by operation of law or by any process or proceeding of any court or other agency, board or tribunal without first obtaining the prior written consent of the Ground Lessor and complying with the applicable provisions of the Ground Lease, obtaining the consent of Landlord's credit provider (i.e. any holder of any financing obligation on the Premises or this Lease), and without also first obtaining the prior written consent of Landlord, which consent of Landlord shall not be unreasonably withheld if the consent of the Ground Lessor is first obtained and the applicable provisions of the Ground Lease are first complied with. The transfer of control or of a majority of the issued and outstanding capital stock of any corporate tenant or subtenant, however accomplished, and whether in a single transaction or in a series of transactions, will be an assignment of this Lease or of a sublease requiring prior written consent in each instance except as to any corporate tenant or subtenant whose shares are traded on a nationally recognized securities exchange. Landlord and Tenant hereby agree that the granting of

consent by Landlord shall, at a minimum, be preconditioned upon the fulfillment of the following requirements of Landlord, as well as any other reasonable requirements of Landlord:

(i) Landlord shall be provided with at least thirty (30) days' written notice prior to any proposed assignment or subletting;

(ii) Tenant shall remain primarily liable under this lease and shall guaranty this Lease if Landlord so requests;

(iii) Any proposed assignee or sublease shall assume, in written instrument acceptable to Landlord, all of the obligations of Tenant hereunder;

(iv) The Premises shall remain intact and shall not be altered in any manner whatsoever;

(v) Any use of the Premises permitted hereunder by the proposed sublessee/assignee will not violate or create any potential violation of any laws, nor will it violate any other agreements affecting the Premises, the Facility or the Airport; and

(vi) Tenant shall pay any and all reasonable attorney's fees or other out-of-pocket costs associated with Landlord's review and approval of a prospective assignee or sublessee.

In the event of the occurrence of any of the foregoing events without Landlord's prior consent, this Lease shall, at Landlord's option, be deemed to have been canceled, terminated and expired as of the date of the occurrence of said event. Neither the consent by Landlord to any of the foregoing, nor any references in this Lease to subtenants, concessionaires or licensees, shall be construed to relieve Tenant from obtaining the express written consent of Landlord to any further act which is prohibited herein, nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant, after default by Tenant, be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as Tenant or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed.

When Tenant requests Ground Lessor's or Landlord's consent to a transaction as described above, Landlord shall have the right, to be exercised in writing within thirty (30) days after such receipt, to cancel and terminate this Lease, effective as of the date set forth in Landlord's notice of exercise of such option, which effective date of termination in Landlord's said notice shall not be less than sixty (60) nor more than one hundred twenty (120) days following the service of such notice.

In the event Landlord shall exercise such cancellation right, Tenant shall surrender possession of the Premises on the date set forth in Landlord's notice and in accordance with the provisions of this Lease relating to surrender of the Premises at the expiration of the Lease Term.

Tenant shall pay to Landlord all reasonable and actual fees and all out-of-pocket expenses incurred by Landlord for the processing of any request for assignment, sublease or other transaction, as well as any expense or cost imposed by Ground Lessor.

Tenant's sole remedy for a refusal to consent to a proposed assignment, sublease or other transfer will be an action or proceeding for specific performance, injunction or declaratory judgment. Tenant waives any action for damages.

Section 10.02 Assignment by Landlord. Landlord shall have the absolute right to assign or otherwise transfer its interest hereunder and/or in the Premises or any portion thereof without the consent of Tenant. The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners of the Premises at the time in question, and in the event of any transfer or transfers of the title thereto, Landlord herein named (and in the case of any subsequent transfer or conveyance the then transferor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, provided that any funds in the hands of such Landlord or the then transferor at the time of such transfer, in which Tenant has an interest, shall be turned over to such transferor, and further provided that any such transferee expressly assumes the covenants and obligations on the part of Landlord contained in this Lease thereafter to be performed. The covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect to their respective successive period of ownership, except as may be expressly otherwise stated in this Lease. Any estate, right, title or interest of Landlord assigned hereunder may be assigned in like manner by any assignee thereof.

ARTICLE 11.

TAXES AND UTILITIES

Section 11.01 Taxes. Tenant shall pay or cause to be paid before delinquency all income and personal property taxes, assessments, license fees and public charges levied, assessed or imposed upon or measured by the value of its business operation, including, but not limited to, the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated on or installed in the Premises. If at any time during the term of this Lease all of the foregoing are assessed as part of the real property of which the Premises are a part, or otherwise assessed against Landlord or Ground Lessor or Basic Lessor Tenant shall pay to Landlord upon demand, as rent in addition to the Base Rent, the amount of such additional taxes

as may be levied against said real property, Landlord, Ground Lessor or Basic Lessor by reason thereof. For the purpose of determining said amount, the determination by the City of Newark Tax Assessor as to amount so assessed shall be conclusive.

Section 11.02 Utilities. Tenant shall pay throughout the term of this Lease for all charges which are separately metered or otherwise charged to the Premises for utilities including, but not limited to, electricity, heat, oil, gas, water, sewage, garbage, disposal, telephone and telegraph. Tenant shall also provide its own janitorial services, replacement of light bulbs and tubes and all washroom and toilet supplies. If any such services are not separately metered or charged to Tenant, Tenant shall pay, upon receipt of a bill from Landlord, its pro rata share of the cost for such services, determined according to the ratio that the area of the Premises bears to the total rented area of the Facility, as this adjusts from time to time. Tenant's initial share shall be 6.123 percent of the cost for such services.

ARTICLE 12.

REPAIR AND MAINTENANCE

Section 12.01 Repair and Maintenance by Tenant. Tenant shall at all times throughout the term of the Lease, at its sole cost and expense, keep the Premises (including, without limitation, the exterior doors and entrances, all windows and molding and trim of all doors and windows, all mechanical, utility and electrical systems, all fixtures, the interior of the Premises and all other parts and make all other repairs except those repairs required of Landlord under Section 12.02) as well as the fire protection alarm and sprinkler systems of the Premises, and appurtenances thereof (including, without limitation, all heating, air conditioning, plumbing and electrical systems of the Premises) in good order, condition and repair. Without limiting the general requirements contained herein, Tenant shall keep the glass of all windows and doors clean and presentable, at reasonable intervals, paint or refinish the interior of the Premises and keep same free from uncleanliness or obstruction. Tenant shall give Landlord or its agents prompt written notice of any accident to or defects in the plumbing systems, electrical systems, and heating and air conditioning systems. Any damage to same resulting from misuse, acts or omissions of Tenant, its employees, agents, or invitees shall be repaired by Landlord at Tenant's sole cost. With respect to any of the repair and maintenance items set forth in this Section 12.01 hereinabove, Landlord may after ten (10) days notice to Tenant of the need for such repair and Tenant's failure to correct the same (or in any emergency without notice), at its option, make such repairs, without liability to Tenant for any loss or damage which may result in Tenant's stock or business by reason of such repairs and maintenance, and Tenant shall pay to Landlord upon demand, as additional rent hereunder, the cost of such repairs, together with a reasonable allowance for Landlord's overhead costs attributable to such repairs and maintenance.

Section 12.02 Repair and Maintenance by Landlord. Landlord shall at all times throughout the term of the Lease keep the exterior walls, roof, foundations and building structure of the Premises and the building of which the Premises is a part in a sound state of repair and

shall promptly accomplish such repairs as may be needed. However, any such repair required due to the negligent act of Tenant or its agents, employees or contractors shall be paid for by Tenant immediately upon receipt of a bill for such repairs from Landlord. Tenant shall immediately inform Landlord of any necessary repairs, but shall make no such repairs without Landlord's prior written consent. Landlord shall make such repairs to the exterior walls, roof, foundations and building structure without liability to Tenant for any loss or damage which may result in Tenant's stock or business by reason of such repairs and maintenance, and Tenant shall pay to Landlord upon demand or, at the option of Landlord, pursuant to Section 3.02 above, as additional rent hereunder, Tenant's proportionate share of the cost of such repairs, together with a reasonable allowance for Landlord's overhead costs attributable to such repairs and maintenance. Tenant's proportionate share of such costs and overhead shall be determined using the Tenant's Expense Percentage. Landlord shall have the right, upon advance written notice during normal business hours, or at any time in the event of an emergency and without advance notice, without liability, to enter the Premises for the purpose of inspection or making those repairs required under this Section 12.02 or under Section 12.01 hereinabove. Except as otherwise specifically provided herein, there shall be no abatement of rent or liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of, or failure to make, any repairs, alterations or improvements in or to any portion of the Premises or to fixtures, appurtenances and equipment therein.

Section 12.03 Surrender of Premises. At the expiration or sooner termination of this Lease, Tenant shall return the Premises to Landlord in the same condition as the Premises existed at the commencement of this Lease (or, if altered by Landlord or Tenant with Landlord's consent, then the Premises shall be returned in such altered condition), with reasonable wear and tear excepted. Tenant shall remove all trade fixtures, appliances and equipment which do not become a part of the Premises together with those alterations which Landlord designates to be removed. Tenant shall restore the Premises to the original condition existing prior to the installation of said items, reasonable wear and tear excepted. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease.

Section 12.04 Acceptance of Premises. By entry thereon, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair.

Section 12.05 Entry for Repairs and Inspection. Tenant covenants and agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Premises during normal business hours, subject to Tenant's security procedures (or in the event of an emergency at any time), to inspect the same, make repairs, alterations or additions thereto, to conduct pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus, fire alarm and smoke detector systems and any other fire protective systems which constitute a part of the Premises, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided however, that Landlord agrees not to unreasonably interfere with Tenant's business operations in connection with any such entry.

ARTICLE 13.

DEFAULT AND REENTRY

Section 13.01. Tenant's Default. Time is of the essence of this Lease. In the event any of the following events occur:

(1) Tenant fails to pay Landlord any installment of rent or other payments required under Article III hereof or any other payment required under the provisions of this Lease and fails to remedy the same within ten (10) days after receipt of written notice from Tenant; or

(2) The Premises are deserted or vacated by Tenant (except for the length of time reasonably required due to work stoppage, labor, strike or other items of a force majeure nature, provided all rents and charges hereunder are paid as and when due,) for a period of thirty (30) consecutive days without prior written consent of Landlord; or

(3) A voluntary petition in bankruptcy is filed by Tenant under any chapter of the Bankruptcy Code, 11 U.S.C. Paragraph 101 et seq., or Tenant makes an assignment for the benefit of creditors, or becomes insolvent; or

(4) There shall be an involuntary bankruptcy or receivership petition filed with respect to Tenant, or any attachment, execution or other judicial seizure of, or affecting, the properties and assets of Tenant, or affecting the Premises, or any part thereof, unless Tenant causes such petition to be dismissed, or dissolves, bonds against, or otherwise eliminates such attachment, execution or seizure within thirty (30) days of its occurrence; or

(5) There is a transfer, hypothecation, assignment, sublease or conveyance of the Premises or any portion thereof or interest therein by Tenant without Ground Lessor's prior written approval and Landlord's prior written consent; or

(6) Tenant shall default in the observance or performance of any term, covenant (including, without limitation, the covenant to provide an estoppel certificate as required by Section 17.03 of this Lease), condition or provision of this Lease, the Ground Lease, the Basic Lease or any other agreement or instrument executed between Tenant and Landlord and such default shall not have been remedied within thirty (30) days after the Landlord's notice to Tenant of such default; or

(7) Tenant fails to cease within two (2) days all conduct prohibited by this Lease, the Ground Lease or the Basic Lease upon receipt of written notice from Landlord.

THEN, AND IN ANY ONE OR MORE OF SUCH EVENTS, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the, absolute right, at its

election, without further notice or demand, to exercise any one or more of the following remedies:

(A) Landlord may terminate the Term of this Lease and forthwith repossess the Premises and be entitled to recover forthwith as damages, a sum of (i) all rents and other indebtedness accrued to the date of such termination; (ii) the cost of recovering the Premises; (iii) the cost of removing and storing Tenant's and any other occupant's property located therein; (iv) the cost of reletting the Premises (including, without limitation, brokerage commissions); (v) the cost of decorations, repairs, changes, alterations and additions to the Premises whether accomplished in one or more steps or phases to ready the Premises for reletting; (vi) the cost of collecting such amounts from Tenant hereunder; (vii) an amount equal to the product of the sum of all of Landlord's soft and hard costs of developing and constructing the Premises (including, without limitation, the Tenant Improvements) times a fraction, the numerator of which is the number of months and partial months remaining in the Term of this Lease had the Term not been terminated and as though the Term would exist for its maximum possible length without exercise of any renewal option, and the denominator of which is the number of months or partial months in the Term of this Lease from the Commencement Date through the end of the Term of this Lease had the Term not been terminated and as though the Term would exist for its maximum possible length; or in the alternative, at Landlord's election, an amount equal to the lesser of:

(x) a sum equal to the rent, additional rent and costs and charges for the succeeding eighteen (18) month period; or

(y) the amount of such rent, additional rent and costs and other charges remaining to be paid for the balance of the unexpired Lease Term.

The payment set forth in this Section A(viii), as applicable, shall be considered liquidated damages and shall be in lieu of any obligations which Tenant shall have for the performance of the terms and conditions of this Lease for the full Lease Term hereof. Landlord and Tenant acknowledge and agree that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof, and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with law. Landlord and Tenant have considered the future rental value of the Premises, contemplated the likelihood of reletting the Premises and have taken into account future market conditions. Such sums shall be due and owing as of the date of Tenant's default hereunder; and (ix) any other sums of money or damages that may be owed to Landlord as a result of a default by Tenant or the exercise of Landlord's rights at law or in equity. If upon such reentry there remains any personal property of Tenant or any other person upon the Premises, the Landlord may, but is without obligation to do so, remove such personal property and hold it for the owner thereof or place the same in a public garage or warehouse, all at the expense and risk of the owner thereof, and Tenant shall reimburse Landlord for any expenses incurred in connection with such removal and storage. Landlord shall have the right to sell such stored property provided it has given Tenant not less than thirty (30) days prior written notice of such intended sale. The proceeds of such sale shall be applied first to the cost

of sale, second to payment of storage charges, third to payment of any other amounts then due from Tenant to Landlord and the balance, if any, shall be paid to Tenant.

(B) Landlord may terminate Tenant's right of possession (but not the Lease) and may repossess the Premises by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease in which event Landlord may, but shall be under no obligation to do so, relet the Premises or any portion thereof for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. If Landlord shall fail or refuse to relet the Premises, or if the same are relet and a sufficient sum shall not be realized from such reletting to satisfy the rent (including all additional rent) provided for in this Lease to be paid, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved (including additional rent) in this Lease for such period or periods, or if the Premises have been relet, the Tenant shall satisfy and pay any such deficiency upon written demand thereof or from time to time. Landlord shall also be entitled to recover forthwith as damages, a sum of (i) all rents (including all additional rent) and other indebtedness accrued to the date of such termination, (ii) the cost of recovering the Premises, (iii) the cost of removing and storing Tenant's and any other occupant's property located therein, (iv) the cost of reletting the Premises (including, without limitation, brokerage commissions),(v) the cost of decorations, repairs, changes, alterations, and additions to the Premises whether accomplished in one or more steps or phases, (vi) the cost of collecting such amounts from Tenant hereunder and (vii) any other sums of money or damages that may be owed to Landlord as a result of a default by Tenant or the exercise of Landlord's rights at law or in equity. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this subparagraph (b) from time to time, and that no delivery or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord, nor shall such reletting be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at such time thereafter elect to terminate this Lease for such previous breach.

(C) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord upon demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(D) The parties hereto expressly agree that Landlord shall have no duty whatsoever to mitigate damages caused by Tenant's breach hereunder or the occurrence of any event set forth in this Article XIII except as required by applicable law, and Tenant expressly waives any claims or defense based upon a failure by Landlord to mitigate such damages. Upon reletting, sums received from such new tenant by Landlord shall be applied first to payment of all costs incident to reletting, including, but not limited to, repair and alteration costs, legal and brokerage fees; any excess shall then be applied to any indebtedness to Landlord from Tenant

other than for rents, and any excess shall then be applied to the payment rents due and unpaid. The balance, if any, shall be applied against the deficiency between all amounts reserved hereunder and sums to be received by Landlord on reletting. In no event shall Tenant be entitled to any excess rentals obtained by Landlord upon such reletting.

(E) Tenant hereby waives any and all statutory defenses available to Tenant and any other defenses Tenant may have in any action brought by Landlord for a default, possession or failure to pay rent or additional rent.

(F) Tenant hereby waives any right of redemption under any present or future laws.

(G) All sums due hereunder shall bear interest at the lesser of (i) 18% per annum or (ii) the maximum legal rate.

(H) Tenant hereby grants to Landlord a first lien and security in all of Tenant's equipment, fixtures, inventory and personal property placed on the Premises to secure the performance of Tenant's obligations hereunder and Tenant's interest in this Lease, which lien shall be prior and preferable to all other liens.

(I) The remedies herein granted Landlord are cumulative and are not restricted to those granted by law. The mention in this Lease of any specific right or remedy shall not preclude Landlord from exercising any other right or remedy or from maintaining any action to which it may otherwise be entitled, either at law or in equity at any time. The failure of Landlord to insist in any one or more instances upon the strict performance of any covenant of this Lease, or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord hereunder shall be deemed to be anything but payment on account, and the acceptance by Landlord of such a lesser amount whether by check with an endorsement or statement thereon, or by an accompanying letter or otherwise that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's rights to recover the balance due or pursue any of Landlord's other remedies hereunder.

Section 13.02 Landlord's Default. Time is of the essence of this Lease. In the event any of the following events occur:

(1) Landlord fails to pay Tenant any payment required under the provisions of this Lease and fails to remedy the same within ten (10) days after receipt of written notice from Tenant; or

(2) Landlord shall default in the observance or performance of any term, covenant, condition or provision of this Lease, the Ground Lease, the Basic Lease or any other agreement or instrument executed between Tenant and Landlord and such default shall not have been remedied within thirty (30) days after the Tenant's notice to Landlord of such default; or

(3) Landlord fails to cease within two (2) days all conduct prohibited by this Lease, the Ground Lease or the Basic Lease upon receipt of written notice from Tenant.

THEN, AND IN ANY ONE OR MORE OF SUCH EVENTS, in addition to any other remedies available to Tenant at law or in equity, Tenant shall have the, absolute right, at its election, without further notice or demand, to exercise any one or more of the following remedies:

(A) Tenant may enter upon the Premises and do whatever Landlord is obligated to do under the terms of this Lease and Landlord agrees to reimburse Tenant upon demand for any expenses which Tenant may incur in effecting compliance with Landlord's obligations under this Lease, and Landlord further agrees that Tenant shall not be liable for any damages resulting to Landlord from such action.

(B) The parties hereto expressly agree that Tenant shall have no duty whatsoever to mitigate damages caused by Landlord's breach hereunder or the occurrence of any event set forth in this Article XIII except as required by applicable law, and Landlord expressly waives any claims or defense based upon a failure by Tenant, to mitigate such damages.

(C) All sums due hereunder shall bear interest at the lesser of (i) 18% per annum or (ii) the maximum legal rate.

(D) The remedies herein granted Tenant are cumulative and are not restricted to those granted by law. The mention in this Lease of any specific right or remedy shall not preclude Tenant from exercising any other right or remedy or from maintaining any action to which it may otherwise be entitled, either at law or in equity at any time. The failure of Tenant to insist in any one or more instances upon the strict performance of any covenant of this Lease, or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Tenant. No payment by Landlord or acceptance by Tenant of a lesser amount than shall be due from Landlord to Tenant hereunder shall be deemed to be anything but payment on account, and the acceptance by Tenant of such a lesser amount whether by check with an endorsement or statement thereon, or by an accompanying letter or otherwise that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and Tenant may accept such payment without prejudice to Tenant's rights to recover the balance due or pursue any of Tenant's other remedies hereunder.

Notwithstanding anything herein to the contrary, in the event Landlord is in default of any term, covenant or condition of this Lease, Tenant shall not avail itself of any remedy available at law or in equity until after Tenant first gives Landlord written notice of such default and Landlord fails to cure such default after thirty (30) days from Landlord's receipt of such notice or such longer period as may be reasonably necessary to cure such default, provided Landlord has commenced the cure within such thirty (30) day period and is diligently proceeding with such cure to completion. Upon such failure to cure, Tenant may avail itself of any remedy available at law or at equity and any of the remedies set forth above.

ARTICLE 14.

CONDEMNATION

Section 14.01 Permanent Taking. If the Premises or any portion thereof are taken by condemnation or under the power of eminent domain, or sold by Landlord under threat of the exercise of said power or pursuant to any applicable provision of the Ground Lease and the Ground Lease, with respect to the Premises or any portion thereof, is terminated pursuant to the provisions thereof, (all of which is hereafter referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date the Tenant is deprived of physical possession thereof or the date of such taking, whichever first occurs. In such event, Base Rent, additional rental and all other payments due under this Lease shall be apportioned and paid by Tenant to the date of such termination. In the event this Lease is terminated as to only part of the Premises, it shall remain in full force and effect as to the portion of the Premises remaining, with the rent reduced proportionally to the reduction in floor area of the Premises.

Section 14.02 Temporary Taking. If the Premises or any portion thereof are taken by condemnation or under the power of eminent domain for an indefinite period of time or for a term terminable at will or at sufferance or for a term measured by a war or an emergency or other contingency or for a fixed term expiring prior to the expiration of this Lease, this Lease shall remain in full force and effect, except to the extent Tenant may be prevented from doing so by the terms of the Ground Lease, and the Tenant shall continue to pay all Base Rent, additional rent and other charges payable by Tenant hereunder without any reduction or abatement, but the Tenant shall have the right to claim, and in the event of an award shall be entitled to retain, the amount which may be awarded as damages or paid as a result of the temporary taking of all or any portion of the Premises, subject however to Section 22 of the Ground Lease.

Section 14.03 Awards. Subject to the provisions of the Ground Lease, all awards for the taking of any part of the Premises or any payment made under threat of exercise of power of eminent domain or pursuant to any applicable provision of the Ground Lease shall be the sole property of Landlord, pursuant to the provisions of the Ground Lease whether made as compensation for diminution in value of the leasehold or for the taking of the fee, severance damages or any other costs. Neither Landlord nor Ground Lessor shall have any liability whatsoever to Tenant for said condemnation.

Section 14.04 Controlling Document. In the event any financing secured by Landlord and placed on the Premises provides for condemnation, then the terms with respect to condemnation contained in the documentation evidencing such financing shall control and the foregoing provision may be modified accordingly.

ARTICLE 15.

CASUALTY

In the event the Premises are damaged or destroyed to such an extent as to render the same untenantable or unusable in whole or in part, Landlord shall restore the Premises, to the extent of the insurance proceeds available to Landlord, with due diligence, in accordance with the provisions of the Ground Lease, with an equitable abatement in the payment of Base Rent, additional rental or any other charge payable by Tenant hereunder based on the area of the Premises unusable by Tenant. Upon restoration of the Premises full Base Rent, additional rental and all other charges shall again commence. In the event the Ground Lessor does not require Landlord to restore the Premises and Landlord elects not to restore the Premises, Landlord may terminate this Lease upon notice to Tenant and both Landlord and Tenant shall be relieved of any obligations accruing after the termination date (except those obligations which are stated to survive the term of the Lease) set forth in the notice. On or before such terminate date, Tenant will vacate the premises and remove all its personal effects.

ARTICLE 16.

INABILITY TO PERFORM

This Lease and the obligation of Tenant to pay Base Rent, additional rent and the other charges payable by Tenant hereunder and to perform all of the other covenants and agreements set forth herein shall in no event be affected, impaired or excused because either the Ground Lessor or the Landlord is unable to supply, or is delayed in supplying, any service to be supplied by Ground Lessor under the Ground Lease or Landlord under this Lease or is unable to make, or is delayed in making, any repairs if either the Ground Lessor or Landlord is prevented or delayed from so doing by reason of strikes or labor troubles or for any cause beyond the control of Ground Lessor or Landlord, including, but not limited to, governmental preemption in connection with a National Emergency, or by reason of any rule, order or regulation of any department or subdivision of any other government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

ARTICLE 17.

SUBORDINATION AND ESTOPPEL

Section 17.01 Subordination. This Lease is subject and subordinate to the Ground Lease and the Basic Lease. This Lease is also subject and hereby subordinate to all present mortgages, security deeds and security assignments and security agreements, deeds of trust and other encumbrances affecting the Premises or the leasehold created by this Lease or the property described in Exhibit "B" of which the Premises are a part. This Lease will also be subject and subordinate to any and all future mortgages and deeds of trust, security deeds, security assignments, and security agreements that may affect the Premises (other than those granted by Tenant or any successor or assigns of Tenant) or the property described in Exhibit "B" of which the Premises are a part or the leasehold created by this Lease provided the holder of such future mortgage, deed of trust, security deed, security assignment or security agreement executes an agreement that such subordination shall not affect the Tenant's right to possession, use and occupancy of the Premises in accordance with this Lease so long as and provided Tenant is not in default under any term, condition, covenant or provision of this Lease. This Lease is also subject and subordinate to all present and future easements and other non-debt type encumbrances. Simultaneously herewith, Landlord, Tenant and Ground Lessor are entering into a Subordination, Non-Disturbance and Attornment Agreement. Tenant will, upon Landlord's request, execute such instruments as may be requested or required from time to time to subordinate or further evidence the subordination of the rights and interest of Tenant under this Lease to the lien of any mortgage or security deed or security assignment or security agreement or deed of trust which may at any time be placed upon the land of which the Premises are a part or on the Premises or on the leasehold created by this Lease; provided, however, such subordination shall not affect the Tenant's right to possession, use and occupancy of the Premises so long as and provided Tenant is not in default under any term, condition, covenant or provision of this Lease. The holder of any mortgage, deed of trust, security deed, security assignment, and security agreement to which this Lease is subordinate or to which this Lease is or has been made subordinate may unilaterally make the deed, assignment, mortgage, or agreement subordinate to this Lease by document so stating and so executed by such holder and recorded in the Register's Office of Essex County, New Jersey or sent to the Tenant.

Section 17.02 Attornment. Tenant agrees that any such subordination agreement will contain a provision satisfactory to Landlord's lender whereby Tenant will agree, in the event of foreclosure of any such mortgage or deed of trust, to attorn to and recognize as its Landlord under the terms of this Lease said lender, any purchaser of the Leasehold at a foreclosure sale, or their successors or assigns.

Section 17.03 Estoppel Certificate. At any time and from time to time, Tenant agrees that it will, within ten (10) days after receipt of a request therefor, execute and deliver to Landlord, Landlord's lender, proposed lender, any transferee or assignee of Landlord's interest in this Lease or proposed transferee or assignee, or to the Ground Lessor, an estoppel certificate in

the form attached hereto and made a part hereof as Exhibit "E", and certifying to such other matters as may be reasonably requested by Landlord, Landlord's lender, proposed lender, any transferee or assignee of Landlord's interest in this Lease or proposed transferee or assignee, or the Ground Lessor. In the event that Tenant fails to provide such certificate within ten (10) days after request therefor, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant and Landlord is hereby authorized to so certify and the Landlord is appointed Tenant's attorney-in-fact with the power to sign such certificate on behalf of Tenant, such appointment and power being coupled with an interest and irrevocable.

Section 17.04 Notice to Mortgagee. Tenant agrees to give any present or future mortgagee, or to any present or future security deed, assignment or agreement holder and grantee of a deed of trust, of the Premises or the property described in Exhibit "B" of which the Premises are a part, or of the leasehold created by this Lease, a copy of any notice of default served upon Landlord by Tenant. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then any such mortgagee, grantee, holder or assignee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such time, then such additional period of time as may be necessary to cure such default if within such thirty (30) days the mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

ARTICLE 18.

SIGNS

Section 18.01 Signs. Subject to the prior written approval of Landlord and Ground Lessor, Tenant, may install and maintain signs in and on the Premises identifying it and its operations; provided, however, that all such signs shall conform to all applicable laws codes, ordinances and governmental and state aviation regulatory agency regulations and requirements as to design, placement, erection, repair and maintenance and the prior written approval of Landlord and Ground Lessor shall include approval as to content, color, size, design and location. Tenant shall erect no advertising material at the Airport outside the Premises without the prior written consent of Ground Lessor. Interior signs affecting public safety and security shall be in accordance with the established standards of the Ground Lessor.

ARTICLE 19.

QUIET ENJOYMENT

Landlord agrees that, upon payment of rental and performance of all covenants and agreements on the part of Tenant to be performed hereunder and subject to all terms and provisions of this Lease, Tenant shall peaceably have and enjoy the Premises and all rights and

privileges granted herein free of disturbance by anyone claiming under or through Landlord or by the Ground Lessor on account of a default by Landlord in paying the rent under the Ground Lease. More particularly, Tenant agrees that temporary inconveniences, including as illustration and not limitation, such occurrences as noise, disturbance, traffic detours caused or associated with Airport or Facility operations as well as those caused by or associated with the construction of Airport or Facility improvements or actions of the United States government shall not constitute a breach of this paragraph.

ARTICLE 20.

SURRENDER OF PREMISES

At the expiration or sooner termination of this Lease, Tenant shall promptly surrender possession of the Premises to Landlord in good condition and repair, normal wear and tear excepted, subject to the other provisions in the Lease and shall deliver to Landlord all keys that it may have to any and all parts of the Premises and the Facility.

ARTICLE 21.

NET LEASE

This Lease is a "net" Lease and Tenant shall (except as expressly provided to the contrary herein) pay all costs, taxes, assessments and capital improvements required by the Ground Lessor which are connected with or arise out of the possession, use or occupancy of the Premises or any portion thereof. All accounts payable by Tenant to Landlord hereunder shall be paid by Tenant without notice or demand (except as herein otherwise provided) and without any set-off, counterclaim, deduction, defense, abatement, suspension, diminution or reduction of any kind or for any reason. More particularly, this Lease is intended as a bondable net Lease that will afford a constant rent stream notwithstanding any defaults by Landlord or claims by Tenant against Landlord, and no such occurrence shall excuse Tenant's full performance under this Lease nor be ground for offset against rents.

ARTICLE 22.

NOTICES

All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified, registered or express mail to the following respective addresses:

LANDLORD:

AIRIS NEWARK, L.L.C.
626 Kentucky Street
Scottdale, Georgia 30079
Attention: Mr. David C. Garrett, III
President

with a copy to:

Sales; Goodloe & Golden LLP
Marquis One Tower
245 Peachtree Center Avenue, Suite 804
Atlanta, Georgia 30303
Attention: Mr. Stephen H. Goodloe, Esq.

TENANT:

NORTHWEST AIRLINES, INC.
5101 Northwest Drive
Dept. A1135
St. Paul, MN 55111
Attention: Vice President - Airport Affairs

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by certified or registered mail shall be deemed to have been given two (2) business days following date of mailing, notices sent by express mail or overnight delivery shall be deemed to have been given one (1) business day following the date of mailing and notices given by personal delivery shall be deemed to have been given upon receipt.

ARTICLE 23.

PARKING

Section 23.01 Parking. Landlord shall provide to Tenant parking spaces totaling one (1) space for each 250 square feet of administrative/office area leased hereunder and one (1) space for each 2,000 square feet of cargo handling area leased hereunder, for a total of 11 parking spaces, located in the surface parking lot to be constructed at the Facility. Tenant shall pay $30.00 per month for each parking space, commencing on the Rental Commencement Date, payable in advance on the Base Rent due dates and the same amount for any additional spaces provided to Tenant. The monthly charge per parking space is subject to increase annually by using the same formula, the same Inflation Factors and the CPI as provided in Section 3.01 for

the increases in the Base Rent, except of course, the monthly charge for a parking space is used in such computations instead of a Base Rent number. Tenant shall have the non-exclusive use of these parking spaces during the Lease Term. Landlord shall have the right during temporary periods of construction, maintenance or repair on the Facility to provide suitable alternative parking spaces or facilities within the Facility or in reasonable proximity to the Facility for the loss of any of such parking spaces. Landlord may make, modify and enforce reasonable rules and regulations relating to the parking of cars and trucks in such parking areas.

ARTICLE 24.

Section 24.01 Other Obligations of the Tenant to the Landlord and/or Port Authority. Subject to terms of the Ground Lease, Tenant will timely and promptly pay all other obligations owed to the Port Authority by Landlord or Tenant relating to the Facility, including, without limitation, charges, compensation and fees associated with Tenant's Sub-Lease.

ARTICLE 25.

[There is no Article 25]

ARTICLE 26.

OPERATIONS

Section 26.01 Additional Provisions Concerning Operations.

(a) The Tenant shall use every effort to enter into, obtain, procure and maintain any and all governmental or quasi governmental, agreements, permissions, approvals or other authority necessary for the operation of the Premises and shall upon request from the Port Authority or the Landlord furnish to the Port Authority and the Landlord a copy of any and all such agreements, permissions and approvals as requested by the Port Authority or the Landlord.

(b) The Tenant agrees to assume all financial risks associated with the operation of the Premises and the fact that the Tenant loses or has lost money or is not making a profit thereon shall in no event excuse the performance or observance by the Tenant under the Lease or be the basis for any claim or action against the Port Authority or the Landlord under the Lease or otherwise.

(c) It is hereby agreed and understood that the Tenant shall operate the Premises with trained personnel to perform cargo handling at the Premises and if required by the Port Authority, shall pay the required fees on gross receipts to the Port Authority pursuant to the Permit (hereinafter called the "Cargo Permit") heretofore or hereafter issued to the Tenant by the Port Authority. If required by the Port Authority or the Ground Lease, Tenant agrees to apply for the

Permit and apply for and enter into the cargo handling agreement as requested by the Port Authority and operate in a manner consistent with the Permit and the cargo handling agreement. All other entities desiring to have air cargo handled by Tenant shall enter into a handling agreement with Tenant and the Landlord, all of which agreements shall be submitted to the Port Authority for its consent and the Tenant shall pay the required fees on gross receipts from such entities to the Port Authority pursuant to the respective Cargo Permit covering the operations of the Tenant. Nothing herein shall limit or alter in any way the Port Authority's right to revoke the permissions granted under any Cargo Permit. No such revocation will excuse Tenant's liability under this Lease.

(d) With respect to cargo activity on and at the Premises, the parties hereby agree as follows: Commencing with the fifth (5th) anniversary (herein called the "Fifth Anniversary") of the Initial Occupancy Date (defined in Section 2(h)(2) of the Ground Lease) and continuing during the remainder of the term of the letting hereunder, Tenant agrees to meet Tenant's "Individual Standards" set forth in the Ground Lease calculated in accordance with Section 52(e) of the Ground Lease failing which the Ground Lessor (or Landlord, if required by the Ground Lessor) may exercise Ground Lessor's rights and/or Landlord's obligations as set forth in Section 52(e) for such failure. Tenant agrees fully to abide by all the provisions of Section 52(e).

(e) The Tenant hereby acknowledges and agrees that the terms and provisions of this Section are of the essence of this Lease and are a special consideration to the Landlord in entering into this Lease.

Section 26.02 Obligations in Connection With the Conduct of the Tenant's Business.

(a) The Tenant shall:

(1) Use its reasonable efforts to develop and increase the business conducted by it hereunder;

(2) If required by the Port Authority under the Ground Lease, set up, keep and maintain in accordance with accepted accounting practice, records and books of account recording all transactions at, through or in any wise connected with the Tenant's operations hereunder, including but not limited to, an accounts receivable ledger and a general ledger and all agreements the Tenant has entered into with respect to the Premises and such additional information and other records and books of account as the Port Authority or Landlord may from time to time and at any time request with respect to any matter covered by this Section 26.02, all of which records and books of account shall be kept for a period of at least seven years and shall be kept at all times within the Port of New York District, which records shall show (i) the basis and supporting documents for each and every statement to be furnished hereunder by the Tenant, (ii) the revenues of whatever kind or nature received by the Tenant by its operations hereunder and (iii) all revenues received by the Tenant from Handled Airlines (whether in the form of rental payments or otherwise). The Tenant shall furnish such other information and comply with any

further directions or requirements of Port Authority or Landlord relating to the keeping and transmitting of forms, reports or other procedures covering the Tenant's operations hereunder, including but not limited to, the billing of Handled Airlines;

(3) If required by the Port Authority under the Ground Lease, Permit in ordinary business hours during the term of this Agreement and for one year thereafter and during such further period as is mentioned in the preceding paragraph, the examination and audit by the officers, employees, agents and representatives of the Port Authority and Landlord of such agreements and records and books of account set forth in subparagraph (3) above, any records and books of account of any company which is owned or controlled by the Tenant or which owns or controls the Tenant, if said company performs services, similar to those performed by the Tenant, anywhere in The Port of New York District or performs or provides any services in connection with the Premises, and any agreement or contract between the Tenant and any Handled Airlines;

(4) If required by the Port Authority under the Ground Lease, permit the inspection by the officers, employees and representatives of the Port Authority and Landlord of any equipment used by the Tenant in connection with the operations hereunder, including but not limited to, cash registers and computers; and

(5) If required by the Port Authority under the Ground Lease, install and use such cash registers and computers, sales slips, invoicing machines and any other equipment or devices for recording orders taken or services rendered as may be appropriate to the Tenant's business and necessary desirable to keep accurate records of gross receipts.

Section 26.03 Federal Airport Aid.

(a) The Tenant shall:

(1) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor of cargo customers being handled at the Airport;

(2) Furnish said service on a reasonable and not unjustly discriminatory basis to all users thereof; and

(3) Charge, reasonable and not unjustly discriminatory prices for each unit of sale or service.

(b) As used in paragraph (a) above, "service" shall include furnishing parts, materials and supplied (including sale thereof).

(c) The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways

Development Act of 1970, as the same has been and may hereafter be amended and supplemented or superseded by similar federal legislation, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and received further such grants. In connection therewith, the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Tenant of the covenants, promises and obligations contained in this Section 26.03 and in Section 26.04 hereof, is therefore a special consideration and inducement to the execution of this Lease by the Landlord, and the Tenant further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority or Landlord in connection with the Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Tenant of such covenants, promises and obligations, the Tenant will promptly comply therewith, at the time or times when and to the extent that the Port Authority or Landlord may direct.

Section 26.04. Method of Operation.

(a) The principal purpose of the Port Authority in the making of the Ground Lease is to make available on the Airport a cargo reception, storage and distribution facility for the better accommodation, convenience and benefit of the air cargo industry and in fulfillment of the Port Authority's obligation to operate the Airport for the use and benefit of the public. Consistent with the provisions of Article 4 of this Lease, the Tenant hereby warrants and agrees that it will conduct an industry standard operation and will furnish all necessary or proper fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and facilities, for the operation of an industry standard cargo facility and that it will furnish the foregoing promptly, efficiently and adequately to meet all demands therefor, on a fair, equal and not unjustly discriminatory basis to all users thereof, and at charges which are fair, reasonable and non-discriminatory, provided that reasonable and on-discriminatory discounts, rebates, or other similar types of price reductions may be made to volume purchasers.

(b) As used herein, "Services' shall include the furnishing of parts, materials and supplied (including the sale thereof).

(c) The Tenant shall be open for business and shall provide Services at the Premises during regular business hours.

(d) The Tenant covenants and agrees that it will not enter into any agreement or understanding, express or implied, binding or nonbinding, with any person, firm, association, corporation or other entity, which will have the effect of fixing rates, of lessening or preventing competition, or of creating or tending to create a monopoly, at the Airport, relating to the Services, products, or articles furnished or sold by the Tenant.

ARTICLE 27.

Section 27. Public Disclosure. Upon forty-eight (48) hours advance notice, Landlord shall have the right to disclose details about the project contemplated hereby, except those which Tenant has in advance in writing reasonably advised Landlord are confidential and proprietary, in any manner deemed necessary by Landlord to facilitate finalization of any and all requirements of such project. Tenant shall have the right during such notice period to review and approve texts or drafts of press or other releases produced by Landlord prior to their public release. Such approval shall not be unreasonably withheld or delayed.

ARTICLE 28.

MISCELLANEOUS

Section 28.01 Easements. Tenant acknowledges that the Premises are subject to easements reserved by the applicable public utilities for water mains and other utilities and the right to operate, repair, maintain, construct, reconstruct and alter said utility lines and construct new and additional lines within said easement areas. Tenant agrees to release Ground Lessor and Landlord from any and all liability of every kind and nature resulting from the exercise by said public utilities of their rights under said retained easements.

Section 28.02 Access to and Entry Upon Premises. (A) In addition to all other rights of access permitted herein, Landlord, its employees, agents, and contractors, shall have the right to enter the Premises at any time to examine same, and to show the Premises to prospective purchasers and tenants (but only during the last nine (9) months of the Lease Term with respect to prospective tenants), insurance representatives, mortgagees and such other persons within the judgment of the Landlord have a legitimate and appropriate interest in viewing the Premises, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided, however, Landlord agrees not to unreasonably interfere with Tenant's business operations in connection with any such entry. If Tenant is not present to permit entry and entry is necessary, Landlord may, in case of emergency, forcibly enter Premises without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of inspection or repair of the Premises or Facility of which the Premises are a part except as otherwise specifically provided therein.

(B) The Ground Lessor, its officers, employees, agents, representatives and contractors shall have the right during normal business hours (or at any time in the event of an emergency) to enter upon the Premises for the purpose of inspecting the same, or observing the performance by the Tenant of its obligations hereunder, pursuant to the Ground Lease, and for the doing of any act or thing which the Ground Lessor may be obligated or have the right to do under the Ground Lease, or otherwise.

Section 28.03 Late Charges. If any installment of rent or other sum due from Tenant is not received by Landlord or its designee within ten (10) days after such amount is due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount as partial compensation for additional costs incurred by Landlord due to payment delinquency, plus interest at the rate of the lesser of 18% per annum or the highest rate allowed by law shall, be due from the date due until paid. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default, if any, with respect to such overdue amount, nor prevent Landlord from exercising any other rights granted herein. Any sum due under this Lease that does not specify the date due, shall be due upon Tenant's receipt of a bill for same from Landlord.

Section 28.04 Waiver. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any covenant or condition, but the same shall be and remain in full force and effect.

Section 28.05 Captions. The captions in this Lease are for convenience only and do not in any manner limit or amplify the provisions of this Lease.

Section 28.06 Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

Section 28.07 Entire Agreement. IT IS EXPRESSLY AGREED BY LANDLORD AND TENANT, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE (TOGETHER WITH THE WRITTEN EXTRINSIC DOCUMENTS TO WHICH SPECIFIC REFERENCE IS MADE IN THIS LEASE) IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR TO THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. NO MODIFICATION OR AMENDMENT OF THIS LEASE SHALL BE VALID OR EFFECTIVE UNLESS EVIDENCED BY AN AGREEMENT IN WRITING.

Section 28.08 Limitation of Liability of Landlord. Notwithstanding any thing contained in this Lease, in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed, honored or performed by Landlord, Tenant shall look solely to the estate and property of Landlord in the leasehold estate and Facility owned by Landlord for the collection of any judgment (or any other judicial procedures requiring the payment of money by Landlord), it being agreed that Landlord shall never be personally liable for any such judgment and no other property or assets of Landlord shall be subject to levy, execution, or other procedures for satisfaction of Tenant's remedies.

Section 28.09 Construction. This Lease shall be deemed to be made in and construed in accordance with the laws of the State of Georgia.

Section 28.10 Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease in accordance with any corporate approvals required therefor. Said corporate tenant, within thirty (30) days after execution of this Lease, shall deliver to Landlord a certified statement from the Chief Executive Officer or Secretary of the Tenant that certifies that the signatory of this Sub-Lease is authorized to sign on behalf of and bind the Tenant and that the same is binding on the Tenant.

Section 28.11 Joint and Several Liability. If Tenant consists of more than one person or entity, all terms, covenants and conditions contained in the Lease shall be deemed to be the joint and several responsibility of each party, and all rights and remedies of the Landlord shall be cumulative and nonexclusive of any other remedy at law or in equity.

Section 28.12 Costs and Attorneys' Fees. If, by reason of any default on the part of Tenant, it becomes necessary for Landlord to employ an attorney to bring suit in court or in arbitration to recover any rent or other sums due hereunder, or for the breach of any provision of this Lease, or to recover possession of the Premises, Tenant shall pay all costs and expenses (including, without limitation, reasonable attorneys' fees) expended or incurred by Landlord in addition to other relief granted therein.

Section 28.13 Lease Subject to Consent of Ground Lessor. The parties hereto recognize and agree that this Lease shall not become effective until approved by the Ground Lessor. In connection with obtaining such approval, Tenant agrees to provide to the Ground Lessor such information as may be reasonably required by the Ground Lessor in considering a request for its approval of this Lease.

Section 28.14 Successors and Assigns. Subject to Article X hereof, all of the covenants, conditions and agreements of this Lease shall extend to and bind the successors and assigns of their respective parties thereto.

Section 28.15 Financial Information. Within twenty (20) days after written request from Landlord, Tenant shall deliver to Landlord or lender designated by Landlord such financial information as is reasonably required. This financial information shall be kept confidential. So long as Tenant is a publicly traded company listed on a recognized stock exchange, Tenant shall only be obligated to furnish its latest published Annual Report to satisfy the requirements of this Section.

Section 28.16 Time of the Essence. Time is of the essence in this Lease.

Section 28.17 Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. In addition to any other conditions to the effectiveness of this Lease set forth herein, this Lease shall not become effective until fully executed by, and delivered to, both Landlord and Tenant.

Section 28.18 Exhibits. All exhibits referred to herein and any exhibits which may be referred to in any amendment hereto are by such reference incorporated herein and shall be deemed a part of this Lease as fully as if set forth herein. The following numbered or lettered exhibits are attached hereto and made a part hereof for all purposes:

Exhibit "A" - Leased Premises
Exhibit "B" - Legal Description of Land
Exhibit "C" - Form of Confirmation of Term of Lease
Exhibit "D" - Ground Lease
Exhibit "E" - Form of Estoppel Certificate
Exhibit "F" - *Intentionally Omitted*
Exhibit "G" - List of Final Facility Plans

Section 28.19 Port Authority Sublet Fees. Tenant represents and warrants that it is a sponsoring airline tenant and is exempt from any Port Authority sublet fees.

IN WITNESS WHEREOF the parties have executed this Lease as of the date first stated above.

LANDLORD: AIRIS NEWARK, L.L.C.	TENANT: NORTHWEST AIRLINES, INC.
By: David C. Garrett III	By:
Name: David C. Garrett III	Name: JAMES M. GREENWALD, VP
Title: President	Title: FACILITIES AND AIRPORT AFFAIRS

EXHIBIT "A"

PREMISES

EXHIBIT "B"

THE GROUND LEASE LAND

EXHIBIT "B"

John Zanetakos Associates, Inc.

ENGINEERS - PLANNERS - SURVEYORS
7 DOIG ROAD - SUITE #1
WAYNE, NEW JERSEY 07470-7430

ARTHUR E. HANSON, JR. P.E., P.P. & L.S.
BRUCE D. CALLAHAN, L.S. & P.P.

LAWRENCE BOZIK, P.E.
THOMAS LEMANOWICZ, P.E., CME
THOMAS NEUSCHAFER, L.S.
HARRY BACHMANN, L.S. & P.P.

TEL. 973-696-2600
FAX. 973-696-1362

Revised: February 27, 1998
August 8, 1996

Job No. 8704

LEASE PARCEL

Deed description of a lease parcel containing 22.223 acres of land situate within Newark International Airport, south of U.S.Route 1&9 in the City of Newark, Essex County, New Jersey.

Beginning at a point within Newark International Airport having New Jersey State Plane Coordinate (NAD-27) value of N 683,073.17' E 2,139,617.95', said point being the following two (2) courses and distances from the point oformed by the intersection of the southerly line of U.S. Route 1&9 with the southwesterly line of Port Street, said point of intersection having New Jersey State Plane Coordinate (NAD-27) value of N 683,137.28' E 2,140,080.00',

A) N 87° 53' 32" W 459.38 feet along the southerly line of U.S. Route 1&9 to a point, thence

B) S 02° 06' 28" W 81.06 feet to a point; thence

1) S 02° 06' 56" W 1016.18 feet to a point; thence

2) S 16° 58' 09" W 346.44 feet to a point; thence

3) S 36° 39' 42" W 295.11 feet to a point; thence

4) N 85° 20' 18" W 430.00 feet to a point; thence

5) N 02° 07' 14" E 523.15 feet to a point; thence

6) N 87° 52' 46" W 200.00 feet to a point; thence

7) N 02° 07' 14" E 140.00 feet to a point of curvature; thence

8) Northeasterly along a curve to the right having a radius of 155.00 feet, for an arc length of 146.80 feet to a point of tangency; thence

9) N 56° 23' 06" E 361.22 feet to a point; thence

10) N 27° 11' 52" E 66.00 feet to a point; thence

11) N 02° 06' 56" E 392.05 feet to a point; thence

12) S 87° 53' 04" E 65.78 feet to a point; thence

13) N 02° 06' 56" E 55.00 feet to a point; thence

14) N 55° 31' 37" W 18.68 feet to a point; thence

15) N 02° 06' 56" E 59.87 feet to a point; thence

16) S 87° 59' 39" E 141.24 feet to a point of curvature; thence

17) Easterly along a curve to the right having a radius of 2,944.69 feet, for an arc length of 24.44 feet to a point of tangency; thence

18) S 87° 31' 07" E 284.31 feet to a point, the point and place of beginning.

Containing 968,047 square feet or 22.223 acres.

Subject to a 40 foot wide access road easement adjacent to and west of the first course of the above described lease parcel, containing 21,166 square feet

Subject to a fire lane easement adjacent to and east of a portion of the tenth and the eleventh courses of the above described lease parcel, containing 16,139 square feet.

Subject to an access easement adjacent to and southeast of a portion of the tenth course of the above described lease parcel, containing 1,109 square feet.

Subject to a runway protection zone.

Subject to a building limit line.

Together with an access easement adjacent to and northwest of the ninth, tenth and a portion of the eleventh courses of the above described lease parcel, containing 11,432 square feet.

Subject to all easements, right of ways and agreements of record.

Subject to such statement of facts that an accurate title search may disclose.

Deed description refers to map entitled, "Location Survey-Proposed Lease Parcel-Newark International Airport," prepared by John Zanetakos Associates, Inc. dated August 1, 1996.

John Zanetakos Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
7 DOIG ROAD - SUITE #1
WAYNE, NEW JERSEY 07470-7430

ARTHUR E. HANSON, JR. P.E., P.P. & L.S.
BRUCE D. CALLAHAN, L.S. & P.P.

LAWRENCE BOZIK, P.E.
THOMAS LEMANOWICZ, P.E., CME
THOMAS NEUSCHAFER, L.S.
HARRY BACHMANN, L.S. & P.P.

TEL. 973-696-260(
FAX. 973-696-136:

February 27, 1998

Job No. 8704

PHASE II ADDITIONAL LEASEHOLD PARCEL

Deed description of a lease parcel containing 32,738 square feet or 0.752 acres of land situate within Newark International Airport, south of U.S. Route 1&9 in the City of Newark, Essex County, New Jersey.

Beginning at a point within Newark International Airport having New Jersey State Plane Coordinate (NAD-27) value of N 683,073.17' E 2,139,617.95', said point being the following two (2) courses and distances from the point formed by the intersection of the southerly line of U.S. Route 1&9 with the southwesterly line of Port Street, said point of intersection having New Jersey State Plane Coordinate (NAD-27) value of N 683,137.28' E 2,140,080.00',

A) N 87° 53' 32" W 459.38 feet along the southerly line of U.S. Route 1&9 to a point, thence

B) S 02° 06' 28" W 81.06 feet to a point; thence

1) S 87° 31' 07" E 59.00 feet to a point; thence

2) S 02° 06' 56" W 443.37 feet to a point; thence

3) S 16° 57' 45" W 230.27 feet to a point in the easterly line of a parcel of land known as the Phase I Leasehold Parcel; thence

4) N 02° 06' 56" E 666.33 feet along said easterly line of the Phase I Leasehold Parcel to a point, the point and place of beginning.

Containing 32,738 square feet or 0.752 acres.

Subject to all easements, right of ways, and agreements of record.

Subject to such statement of facts that an accurate title search may disclose.

Deed description refers to map entitled, "Location Survey-Proposed Lease Parcel-Newark International Airport," prepared by John Zanetakos Associates, Inc., dated: August 1, 1996 and revised: January 12, 1998, Job No. 96-8704.

EXHIBIT "C"

CONFIRMATION OF TERM OF LEASE

This Confirmation of Term of Lease is made as of _____, 19__, between AIRIS NEWARK, L.L.C., a Georgia limited liability company ("Landlord") and _____ _____, a _____ ("Tenant"), who in consideration of the matters set forth herein mutually agree as follows:

1. Landlord and Tenant entered into a Lease Agreement (the "Lease") dated _____, 19 , pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises (the "Premises") consisting of approximately - square feet of gross rentable area of _____ space, approximately____ square feet of gross rentable area of _____ space and approximately ____ square feet of gross rentable area of _____ area located in and on the air cargo facility situated on the tract or parcel of land described in Exhibit "A" attached hereto.

2. Pursuant to Section ___ of the Lease, Landlord and Tenant have agreed to confirm the commencement and expiration dates of the Lease Term, and the commencement date of rent, and Landlord and Tenant do hereby confirm same as follows:

A. _____ is the Commencement Date of the Lease term;

B. _____ is the Expiration Date of the Lease term; and

C. _____ is the Rental Commencement Date.

3. Tenant represents and certifies that:

A. It has accepted possession of the Premises as provided in the Lease;

B. The _____ and other improvements and space required to be furnished by Landlord under the Lease have been furnished;

C. Landlord has fulfilled all of its duties of an inducement nature;

D. The Lease has not been modified, altered or amended except as follows:

E. There are no set-offs or credits against rent or other amounts payable under the Lease, and no security deposit has been paid except as provided by the Lease;

EXHIBIT "D"

GROUND LEASE

EXHIBIT "E"

ESTOPPEL CERTIFICATE

Tenant: _____

Landlord: _____

Premises: - square feet of gross rentable area of _____ space, - square feet of gross rentable area of _____ space and ___ square feet of gross rentable area of _____ area located at _____

Lease: - Lease Agreement dated _____, 19__, by and between Landlord and Tenant and covering the Premises.

In order to induce [Lender to make a mortgage loan to Landlord secured by a lien on Landlord's interest in the real property and improvements in which the Premises are situated and an assignment by Landlord to Lender of the Landlord's interest in the captioned Lease) [Purchaser to purchase the Landlord's interest in the real property and improvements in which the Premises are situated, which purchase includes an assignment from Landlord to Purchaser of Landlord's interest in the captioned Lease), Tenant makes the following statements and agreements with the intention that Landlord and [Lender/Purchaser] may fully rely thereon:

1. Tenant hereby certifies as true and correct the following statements:

(a) The copy of the Lease Agreement attached hereto as Exhibit "A" and made a part hereof for all purposes is a true, correct and complete copy of the Lease Agreement (and all exhibits and addenda thereto) between Landlord and Tenant with respect to the space described in the Lease and the Lease has not been modified or amended in any manner or respect. Such Lease Agreement (and all exhibits and addenda thereto) constitutes the entire and complete understanding and agreement between Landlord and Tenant with respect to the space covered thereby.

(b) The Lease is presently in full force and effect.

(c) As of the date hereof, neither Landlord nor Tenant is in default under the terms and conditions of the Lease.

(d) Tenant has not prepaid any rent or made a security deposit except as specifically set forth in the Lease.

(e) There has no offsets, defenses or counterclaims with respect to the payment of rent reserved under the Lease or in the performance of the other terms, covenants and conditions of the Lease on the part of Tenant or Landlord, as the case may be, to be performed.

(f) Tenant is in possession of the Premises, has occupied the Premises continually since _____, 19__, and has accepted the Premises. Landlord has complied fully and completely with all of Landlord's covenants, warranties and other undertakings and obligations under the Lease to this date, with the result that Tenant is fully obligated to pay the Base Rent (as such term is defined in the Lease) and other charges due under the Lease and is fully obligated to perform, and is performing, all of the obligations of Tenant under the Lease, without any right of counterclaim, offset or defense.

(g) The Commencement Date (as such term is defined in the Lease) is _____, 19__, and the Rental Commencement Date is _____, pursuant to the provisions of the Lease, as currently in effect, the primary term of the Lease will expire on _____ 19_.

(h) Base Rent (as such term is defined in Section 3.01 of the Lease) under the Lease has been paid in full through _____19__.

(i) Tenant has not received notice that Landlord has made any other assignment, pledge or hypothecation of the Lease or the rents due thereunder.

(j) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred all or any part of its interest under the Lease.

2. [FOR LENDER ESTOPPEL] Tenant hereby acknowledges that the Landlord's interest in the Lease has been or is to be assigned to Lender pursuant to an [Assignment of Leases and Rents)from Landlord to Lender and agrees that, from and, after the date hereof: (i) without the prior written consent of Lender it will not (a) modify, extend or in any manner alter the terms of the Lease; (b) pay the rent or any other sums becoming due under the term of the Lease more than one (1) month in advance; and (c) accept Landlord's waiver of, or release from, the performance of any obligations under the Lease; and (ii) Tenant will furnish to Lender copies of all notices of default sent to Landlord under the Lease. Said notices shall be sent to Lender by registered or certified mail at the address shown above, or to such other address as may be designated by Lender from time to time. Tenant agrees that if Landlord shall have failed to cure such default within the time provided for in the Lease, then Lender shall have an additional fifteen (15) days within which to cure such default or if such default cannot be cured within such time, then such additional period of time as may be necessary to cure such default if within such fifteen (15) days Lender has commenced and is diligently pursuing the remedies necessary to

cure such default, in which event Tenant shall not take any action to terminate this Lease while such remedies are being so diligently pursued.

3. As used herein, the terms "Tenant", "Landlord", and "(Lender/Purchaser]" shall mean the persons hereinabove named as such, and their respective heirs, personal representatives, successors and assigns.

4. The undersigned is duly authorized to execute this instrument on behalf of Tenant.

5. All terms used, but not defined herein, shall have the same meaning ascribed to them in the Lease.

EXECUTED this ___ day of _____, 19

"TENANT":

a _____

By:_____
Name:_____
Title:_____

EXHIBIT "F"

Intentionally Omitted

EXHIBIT "G"

List of Final Facility Plans

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 6th day of April, 2001, before me, the subscriber, a notary public of New York, personally appeared James A. Dinan the Asst. Director of **THE PORT AUTHORITY OF NEW YORK AND NEWJERSEY**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

(notarial seal and stamp)

LINDA C. HANDEL
Notary Public, State of New York
No. 01HA6035589
Qualified in New York County
Commission Expires January 3, 2002

STATE OF GEORGIA)
) ss.
COUNTY OF DEKALB)

On this 12 day of FEBRUARY, 2001, before me, the subscriber, a NOTARY PUBLIC, personally appeared DAVID C. GARRETT II the _____ President of **AIRIS NEWARK, L.L.C.** who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

(notarial seal and stamp)
Notary Public, Gwinnett County, Georgia
My Commission Expires April 2, 2004

STATE OF MINN)
) ss.
COUNTY OF Dakota)

On this 2nd day of March, 2001, before me, the subscriber, a Notary, personally appeared James M. Greenwald the Vice President of **NORTHWEST AIRLINES, INC.**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

EUNICE BURNHAM
NOTARY PUBLIC-MINNESOTA
MY COMMISSION EXPIRES 1-31-2005

(notarial seal and stamp)

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE LESSEE AND SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Lease No. ANA-884
Newark International Airport

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT AGREEMENT, dated as of December 21, 2000, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and AIRIS NEWARK, L.L.C. (hereinafter called the "Lessee") and TAP AIR PORTUGAL (hereinafter called the "Sublessee"),

WITNESSETH, That:

WHEREAS, the Port Authority leased to the Lessee and the Lessee hired and took from the Port Authority certain premises (hereinafter called the "Premises") at Newark International Airport (hereinafter called "the Airport") as described in a certain agreement of lease made effective and dated as of July 1, 1996, and identified by Port Authority Lease No. ANA-884 (said agreement of lease, as the same may have been or may hereafter be supplemented and amended, being hereinafter called "the Lease"); and

WHEREAS, the Lessee has requested the consent of the Port Authority to a proposed sublease agreement (a copy of which is attached hereto, hereby made a part hereof, and hereinafter called the "Sublease") between the Lessee and the Sublessee made as of June 1, 1998;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of June 1, 1998, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding any provision of the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Lessee or the Sublessee on the earlier to occur of the day preceding the date of expiration or

earlier termination of the Lease or the Sublease, or such earlier date for the expiration or termination of the Sublease as the Lessee and the Sublessee may agree upon. The Sublessee shall quit the premises and remove its property for which it is responsible therefrom on or before termination of the Sublease.

3. If the Lessee shall at any time be in default under the Lease, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent Agreement, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. (a) Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring any rights, powers or privileges to the Sublessee as may be provided by the Sublease if not granted to the Lessee under the Lease, nor shall they impair or affect any of the duties, liabilities and obligations imposed on the Lessee under the Lease. The Sublease is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the Sublease shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. It is the intention of the Port Authority hereunder merely to permit the exercise of the Lessee's rights and privileges thereunder by the Sublessee (to the extent permitted by the Lease and this Consent Agreement). The specific mention of or reference to the Port Authority in any part of the Sublease, including without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall in all respects be controlling, effective and determinative.

(b) No provisions of the Sublease, including but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering action which may be undertaken by the Lessee or the Sublessee, including but not limited to, those involving signs, construction, insurance, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this Consent to specific matters and provisions as contained in the Sublease shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) With respect to this Consent Agreement, the Lessee and the Sublessee understand and agree that although the Lessee is permitted under the Lease to perform services and functions for itself the Lessee may not and is expressly prohibited from performing any services or functions at the Airport for the Sublessee (even though the Lessee may perform the same for itself pursuant to the Lease) which are performed by organizations at the Airport authorized by permit from the Port Authority to perform such services or functions, unless the Lessee is specifically authorized by permit to perform such services or functions for other aircraft operators at the Airport and the Premises and in such event said services and functions shall be performed pursuant thereto. The Lessee, however, may make the necessary arrangements with the authorized organizations performing such services or functions at the Airport to have such services or functions performed for the Sublessee by such organizations or the Sublessee may perform such services and functions itself.

5. The Sublessee, in its operations under and in connection with the Sublease and its use and occupancy of the Premises, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Lease to the extent that such obligations relate to the portion of the Premises covered by the Sublease.

6. Without in any wise affecting the obligations of the Lessee under the Lease and under this Consent Agreement and notwithstanding the terms and provisions of the Sublease (but without limiting the rights and duties of the Lessee and the Sublessee as between themselves), the parties agree as follows:

(a) With respect to the sublet premises, the Sublessee shall make repairs and replacements as if it were the Lessee under the

Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority, its Commissioners, officers, employees and representatives for its and their costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Agreement by the Sublessee or out of its operations under the Sublease or at the Premises, or out of the use of the Premises by the Sublessee or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Sublessee at the Premises, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport, including claims and demands of the City of Newark from which the Port Authority derives its right in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of Newark against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) Each policy and each certificate with respect to the insurance naming the Port Authority as an additional insured under Paragraph 15 of the Sublease shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

7. This Consent Agreement may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the Lessee and the Sublessee and no such revocation shall be deemed to

affect the Lease or the continuance thereof, but the Sublease shall be deemed terminated thereby.

8. The granting of this Consent Agreement by the Port Authority shall not be deemed to operate as a waiver of the rights of the Port Authority, or as a consent to any subsequent sublease agreement (by the Lessee or by the Sublessee) or to any assignment of the Lease or to any assignment of the Sublease or of any rights under any of the foregoing, whether in whole or in part.

9. Reference herein to the "Lessee" or the "Sublessee" shall mean and include the Lessee and the Sublessee and their respective officers, agents, employees and also others at the Premises or the Airport with the consent of either the Lessee or the Sublessee.

10. The Lessee hereby represents to the Port Authority that the Lessee has complied with and will comply with, and the Sublessee hereby represents to the Port Authority that the Sublessee has complied with and will comply with, all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or that affect, respectively, the operations of the Lessee or the Sublessee, under the Lease or the Sublease, or its or their use and occupancy of the Premises. The obligation of the Lessee and the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

11. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

12. Nothing contained in this Consent Agreement or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises, including without limitation, the installation of any signs at the Airport. The Lessee and Sublessee agree that no construction or installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and

subject to the terms and conditions of the Lease and of the Sublease and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority.

13. The Sublease shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

14. Nothing contained herein shall create or be deemed to have created a landlord tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Premises shall in all events be and remain subject and subordinate to the Lease.

15. If the Lessee or the Sublessee should fail to pay any amount required under this Consent Agreement when due to the Port Authority, or any fees or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described during the entirety of which such amounts remain unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Paragraph, with respect to such unpaid amount. Nothing in this Paragraph is intended to, or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation, the Port Authority's rights set forth in Paragraph 7 hereof or (ii) any obligations of the Lessee or the Sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

16. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Said designated officer or representative of the Port Authority and the Lessee and their respective offices shall be as set forth in the Lease and Sublease. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. This Agreement may be executed in counterparts.

18. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) FRANCIS A. DIMOLA ASSISTANT DIRECTOR AVIATION DEPT.

ATTEST:

Secretary

AIRIS NEWARK, L.L.C.

By _____

(Title) President

(Corporate Seal)

ATTEST:

Secretary

TAP AIR PORTUGAL

By _____

(Title) GEN. MGR ~~President~~

(Corporate Seal)

APPROVED: FORM TERMS

SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT (hereinafter called the "Lease") is made and entered into this 1st day of JUNE, 1998 (hereinafter called the "Effective Date"), by and between **AIRIS NEWARK, L.L.C.**, a Georgia limited liability company, first party (hereinafter called "Landlord"); and **TAP AIR PORTUGAL**, a _____ corporation, second party (hereinafter called "Tenant").

WITNESSETH:

PREMISES

1. Landlord does hereby rent and Lease to Tenant and Tenant does hereby rent and lease from Landlord for use as business offices the following described space (hereinafter called the "Premises"): Approximately 772 rentable square feet of space located at International Air Cargo Center ("IACC"), Newark International Airport (the "Property"), said Premises to be located as shown on the drawing attached hereto as Exhibit "A" and made a part hereof by reference and as part of the development being developed on a portion of the airport by Landlord (the "Project"). Landlord's interest in the Project is a leasehold in the Land under a ground lease (the "Ground Lease") from The Port Authority of New York and New Jersey (sometimes herein called the "Port Authority" or the "Ground Lessor"). A copy of the Ground Lease has been made available to Tenant. Any and all liability and obligations of the Landlord hereunder and any obligation of the Landlord to construct the improvements to be located on the Project, as set forth herein, shall be subject to the Ground Lease and Basic Lease. The term "Ground Lease" as used in this Lease means the Ground Lease titled "Agreement of Lease" dated as of July 1, 1996, entered into with the Port Authority of New York and New Jersey ("Ground Lessor") and as same may be hereafter amended. The Ground Lease itself is a sub-lease in that the Ground Lessor is the lessee of the Airport under a lease dated October 22, 1947 as heretofore and hereafter amended (the "Basic Lease") from the City of Newark ("Basic Lessor") to The Port Authority of New York and New Jersey, the predecessor of the Ground Lessor. Landlord shall not amend the Ground Lease in any manner adverse to Tenant.

LEASE TERM

2. Tenant shall have and hold the Premises for a term commencing on the June 1, 1998 "Effective Date" and terminating at noon on the last day (the "Expiration Date") of the 36th month following the Effective Date, unless sooner terminated as hereinafter provided.

RENT

3. Tenant shall pay to Landlord, at the notice address set forth below, or at such other place as Landlord shall designate in writing to Tenant, annual Base Rent in the annual amount of $17,556.00 for the first 12 months of the term; $18,192.00 for the next 12 months of the term and $18,840.00 for the last 12 months of the term, payable in equal monthly installments, due on the first day of each calendar month, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset whatsoever. One full monthly installment of Base Rent shall be due and payable on the date of execution of this Lease by Tenant for the first month's Base Rent and a like monthly installment of Base Rent shall be due and payable on or before the first day of each calendar month following the Effective Date during the term hereof; provided, that if the Effective Date should be a date other than the first day of a calendar month, the monthly Base Rent installment paid on the date of execution of this Lease by Tenant shall be prorated to the end of that calendar month, and the excess shall be applied as a credit against the next monthly Base Rent installment. Tenant shall pay, as Additional Rent, all other sums due from Tenant under this Lease (the term "Rent", as used herein, means all Base Rent, Additional Rent and all other amounts payable hereunder from Tenant to Landlord).

LATE CHARGE

4. Other remedies for non-payment of Rent notwithstanding, if the monthly payment of Base Rent is not received by Landlord on or before the tenth (10th) day of the month for which the Base Rent is due, or if any other payment due Landlord by Tenant is not received by Landlord on or before the tenth (10th) day of the month next following the month in which such payment is due as herein provided or in which Tenant was invoiced, a late charge of ten percent (10%) percent of such past due amount for each month such amount is past due shall be due and payable as Additional Rent in addition to such amounts owned under this Lease.

PARTIAL PAYMENT

5. No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder.

USE OF PREMISES

6. Tenant shall use and occupy the Premises as administrative offices for its cargo operation and for no other purpose. The Premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass nor in any manner that will violate the Ground Lease or Basic Lease. Tenant agrees to comply with all terms, rules and regulations contained in the Ground Lease and Basic Lease.

REPAIRS BY LANDLORD

7. Tenant, by taking possession of the Premises, shall accept and shall be held to have accepted the Premises as suitable for the use intended by this Lease. Landlord shall not be required, after possession of the Premises has been delivered to Tenant, to make any repairs or improvements to the Premises, except, on written notice from Tenant, repairs necessary for safety and tenantability, and customary office building maintenance. Landlord shall be responsible for repair of exterior walls, common areas and structural and mechanical repairs, provided such repairs are not occasioned by Tenant, Tenant's invitees or anyone in the employ or control of Tenant.

REPAIRS BY TENANT

8. Tenant shall, at its own cost and expense, maintain the Premises in a neat and clean, first-class condition, including all necessary repairs and replacements. Tenant shall further, at his own cost and expense, repair or restore any damage or injury to all or any part of the Building and/or common areas and/or airport caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant, (ii) the moving of any Property into or out of he Premises; provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs and replacements and the costs of such repair or replacements shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant with the monthly installment of Base Rent next due hereunder.

ALTERATIONS AND IMPROVEMENTS

9. Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining in writing Landlord's written consent for such alterations or additions, which shall be at the sole discretion of Landlord. Any alterations, physical additions or improvements shall at once become the Property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any physical additions or improvements in order to restore the Premises to the condition which existed as of the date of Tenant's occupancy. The costs of any such alterations, additions or improvements shall be borne by Tenant. Landlord shall, under no circumstances during the term of this Lease, be required to carry any insurance on or to indemnify any party in case of the damage or loss to said alterations, additions or improvements or to improvements made by Landlord for the benefit of Tenant; and, provided further, that under no circumstances shall Landlord be required to pay, during the term of this Lease, any ad valorem or Property tax on such alterations, additions or improvements, Tenant hereby covenanting to pay all such taxes when they become due. In the event any alterations, additions, improvements or repairs are to be performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved by Landlord. Landlord agrees to assign to Tenant any rights it may have against the contractor of the Premises with respect to any work performed by said contractor in connection with improvements made by Landlord at the request of Tenant.

LANDLORD'S FAILURE TO GIVE POSSESSION

10. Landlord shall not be liable for damages to Tenant for failure to deliver possession of the Premises to Tenant at the commencement of the term if such failure is due to no fault of Landlord, to the failure of any construction or remodeling of the Premises by Tenant to be completed or to the failure of any previous tenant to vacate the Premises. Landlord will use its best efforts to give possession to the Tenant at the beginning of the Tenant's term.

ACCEPTANCE AND WAIVER

11. Landlord shall not be liable to the Tenant, its agents, employees, guests or invitees (and, if Tenant is a corporation, its officers, agents, employees, guests or invitees) for any damage caused to any of them due to the Building or any part or appurtenances thereof being improperly constructed or being or becoming out of repair, or arising from the leaking of gas, water, sewer or steam pipes, or from electricity, but Tenant, by moving into the Premises and taking possession thereof, shall accept, and shall be held to have accepted the Premises as suitable for the purposes for which the same are leased, and shall accept and shall be held to have accepted the Building and every appurtenances thereof, and Tenant by said act waives any and all defects therein; provided, however, that this paragraph shall not apply to any damages or injury caused by or resulting from the negligence of Landlord.

REMOVAL OF FIXTURES

12. If not in default hereunder, Tenant may, prior to the expiration of the term of this Lease, or any extension thereof, remove any fixtures and equipment which it has placed in the Premises which can be removed without significant damage to the Premises, provided Tenant repairs all damages to the Premises caused by such removal.

ENTERING PREMISES

13. Landlord may enter the Premises at reasonable hours provided that Landlord's entry shall not unreasonably interrupt Tenant's business operations and that prior notice is given when the case permits (and, if in the opinion of Landlord any emergency exists, at any time and without notice): (a) to make repairs, if any, which Landlord under the terms hereof must make to the Premises or adjacent Premises, or repairs on the Building; (b) to inspect the Premises to see that Tenant is complying with all of the terms and conditions hereof and with the rules and regulations hereof; (c) to remove from the Premises any articles or signs kept or exhibited therein in violation of the terms hereof; and (d) to exercise any other right or perform any other obligation that Landlord has under this Lease. Landlord shall be

allowed to take all material into and upon the Premises that may be required to make any repairs, improvements and additions, or any alterations, without in any way being deemed or held guilty of trespass or any eviction of Tenant. The Rent reserved herein shall in no wise abate while said repairs, alterations or additions are being made and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant because of the prosecution of any such work.

GENERAL LIABILITY OF TENANT

14. Tenant shall indemnify and save harmless Landlord against all claims for damages to persons or Property by reason of the use or occupancy of the Premises, and all expenses incurred by Landlord because of Tenant's use and occupancy, including attorney's fees and court costs. Tenant shall be liable for and shall hold Landlord harmless in connection with damage or injury to Landlord, the Premises and the property and persons of Landlord's other tenants, or anyone else, if due to act or neglect of Tenant, or of anyone in his control or employ.

INSURANCE AND WAIVER OF SUBROGATION

15. (a) Tenant shall keep in force at Tenant's expense as long as this Lease remains in effect and during such other times as Tenant occupies the Premises or any part thereof, public liability insurance for Landlord and Tenant's protection covering the Premises and Tenant's use thereof, such coverage to be in amount of at least $5,000,000.00 per occurrence, on an occurrence basis. Tenant shall also keep in force as set forth above, fire, extended coverage and water damage insurance of Tenant's personal property, including, but not confined to inventory, trade fixtures, floor coverings, furniture and all other property of Tenant whether removable or not at termination of this Lease, including leasehold betterments and improvements; such insurance on leasehold betterments and improvements shall be in amounts sufficient to cover the full replacement cost of any repair or reconstruction from any such hazard during the entire term of this Lease, such insurance naming the Landlord as an additional named insured as its interest may appear. Tenant shall provide an insurance certificate to Landlord evidencing such coverages prior to Tenant's occupancy.

(b) Landlord shall keep in force public liability, fire, extended coverage and water damage insurance insuring Landlord's interest in the Building and the Premises.

(c) Tenant shall not do or suffer to be done, or keep anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, including, but not limited to, public liability, or which will prevent Landlord from securing such policies in companies acceptable to Landlord. If permitted to be done or suffered to be done by Tenant or kept in, upon and about the Premises or Building which shall cause the rate of fire or other insurance on the Premises or Building in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Premises or the Building for the permitted use or permitted uses made thereof, Tenant shall pay, as Additional Rent hereunder, the amount of any such increase promptly upon demand by Landlord and shall cease such action until such payment is made.

(d) Tenant waives any rights of action against Landlord for loss or damage to its improvements, fixtures and personal Property in the Premises, except damage caused by gross negligence or willful misconduct of Landlord, its agents or employees.

GOVERNMENTAL REQUIREMENTS

16. Tenant shall, at its own expense, promptly comply with all requirements of any legally constituted governmental or public authority made necessary by reason of Tenant's occupancy of the Premises.

ABANDONMENT OF PREMISES

17. Tenant agrees not to abandon or vacate the Premises during the term of the Lease and to use said Premises for the purpose herein leased until the expiration hereof.

ASSIGNMENT AND SUBLETTING

18. Tenant may not, without the prior written consent of Landlord, assign the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. In the event that Tenant is a corporation or some other entity other than an individual, any sale of a majority or controlling interest in Tenant shall be considered an assignment for purposes of this paragraph. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. Permitted subtenants or assignees shall become liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant's liability hereunder.

DEFAULT

19. If Tenant shall default in the payment of Rent herein reserved when due and fails to cure such default within ten (10) days after written notice of such default is given to Tenant by Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent, and fails to cure such default within thirty (30) days after written notice of such default is given to Tenant by Landlord; or if Tenant is adjudicated a bankrupt; or if a permanent receiver is appointed for

Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, if Tenant's effects should be levied upon or attached under process against Tenant and not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord, at its option, may exercise any or all of the remedies set forth in Paragraph 20 below.

REMEDIES

20. Upon the occurrence of any default set forth in Paragraph 19 above which is not cured by Tenant within the applicable cure period provided therein, Landlord may exercise all or any of the following remedies: (i) terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date specified in such notice and all rights of Tenant under this Lease shall expire and terminate as of such date, Tenant shall remain liable for all obligations under this Lease up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice, and if Tenant fails to so surrender Landlord shall have the right, without notice, to enter upon and take possession of the Premises and to expel and remove Tenant and its effects without being liable for prosecution or any claim of damages therefor; (ii) terminate this Lease as provided in the immediately preceding subsection and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including without limitation, (a) the total rent which would have been payable hereunder by Tenant for the period beginning with the day following the date of such termination and ending with the Expiration Date of the term as originally scheduled hereunder, minus (b) the aggregate actual rent received by Landlord from a substitute tenant for the same period, plus (c) the costs of recovering the Premises, and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, reasonable attorneys' fees, plus (d) the unpaid Rent earned as of the date of termination, plus interest, all of which sum shall be immediately due and payable by Tenant to Landlord; (iii) without terminating this Lease, declare immediately due and payable the present value (using a discount rate of 8%) of all Rent due under this Lease for the entire remaining scheduled term of this Lease, together with the costs of recovering the Premises and all other expenses incurred by Landlord in connection with Tenant's default, plus the unpaid Rent earned as of the date of termination, plus interest thereon; Landlord and Tenant acknowledging that such payment shall not be deemed a penalty but shall merely constitute payment of liquidated damages, it being acknowledged by both parties that Landlord's actual damages, in the event of such default, would be extremely difficult, if not impossible, to ascertain; (iv) without terminating this Lease, and without notice to Tenant, Landlord may in its own name, but as agent for Tenant enter into and take possession of the Premises and re-let the Premises, or a portion thereof, as agent of Tenant, upon any terms and conditions as Landlord may deem necessary or desirable (Landlord shall have no obligation to attempt to re-let the Premises or any part thereof. Upon any such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the term of this Lease.); (v) allow the Premises to remain unoccupied and collect Rent from Tenant as it becomes due; or (vi) pursue such other remedies as are available at law or in equity. Tenant waives any and all rights of redemption it may have under any laws or in equity.

DESTRUCTION OR DAMAGE

21. If the Premises are partially or totally destroyed (or so substantially damaged as to be untenantable) by storm, fire, earthquake, or other casualty, Landlord shall notify Tenant in writing whether Landlord deems in its sole discretion that restoration is practicable and feasible, and if deemed infeasible, this Lease shall terminate as of the date of such destruction or damage and Rent shall be accounted for between Landlord and Tenant as of that date. If Landlord deems that restoration is practicable and feasible, Rent shall abate in such proportion as the use of the Premises has been destroyed, and Landlord shall restore the Premises (except for any inventory, trade fixtures, floor coverings, furniture or any personal property of Tenant which shall be restored by Tenant) to substantially the same condition as before the damage occurred as soon as practicable, whereupon full Rent shall recommence. Tenant shall make the insurance proceeds for the leasehold improvements available to Landlord for such work.

EMINENT DOMAIN

22. If the whole of the Premises, or such portion thereof as will make the Premises unusable as determined in the sole discretion of the Landlord, is condemned or taken by any legally constituted authority for any public use or purpose, then the term hereby granted shall cease from that time when possession thereof is taken by the condemning authorities, and Rent shall be accounted for as between Landlord and Tenant as of that date. If a portion of the Premises is so taken, but not such amount as will make the Premises unusable as determined in the sole discretion of the Landlord, this Lease shall continue in full force and effect and the Rent shall be reduced prorata in proportion to the amount of the Premises so taken. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such condemnation or taking, and all awards for such condemnation or taking shall be made solely to Landlord.

SERVICE OF NOTICE

23. Except as otherwise provided by law, Tenant hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this Lease, the person in charge of or occupying the Premises at the time of such proceeding or notice; and if no person be in charge or occupying the Premises, then such service of notice may be made by attaching the same to the front entrance of the Premises. A copy of all notices under this Lease shall also be mailed to Tenant at the following address: TAP AIR Portugal, International Air Cargo Center, Building 340, Brewster Road, Newark International Airport, Newark, New Jersey 07114, Attention: Assistant Manager - Controller. All notices to Landlord shall be sent to Landlord at the following address: Airis Newark, L.L.C., 646 Kentucky Street, Scottsdale, Georgia 30079 with a copy to Sales, Goodloe & Golden L.L.C., One Peachtree Center, Suite 4320, 303 Peachtree Street, Atlanta, Georgia 30308, Attention: Stephen H. Goodloe, Esq. All notices required to be given hereunder may be sent via certified mail return receipt requested or via overnight delivery providing proof of delivery to the addresses set forth above. Notices shall be deemed received upon actual delivery, provided that refusal to accept delivery shall constitute delivery for all purposes hereunder.

MORTGAGEE'S RIGHTS

24. Tenant agrees that this Lease shall be subject to and subordinate to any deed to secure debt, mortgage, sale and leaseback, assignment of leases or other security interest now or hereafter granted by Landlord with respect to the Premises (hereafter collectively referred to as "Security Documents"). Tenant agrees upon request of the holder of any Security Documents ("Holder") to hereafter execute such paper or papers which the counsel for Landlord or Holder may deem necessary to evidence the subordination of the Lease to the Security Documents. In the event of a foreclosure pursuant to any Security Documents, Tenant shall thereafter remain bound pursuant to the terms of this Lease as if a new and identical Lease between such foreclosing party, as landlord, and Tenant, as tenant, had been entered into for the remainder of the term hereof and Tenant shall attorn to the Purchaser upon such foreclosure sale and shall recognize such Purchaser as the Landlord under the Lease.

TENANT'S ESTOPPEL

25. Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent has been paid, that Tenant is not in default hereunder and has no offsets or defenses against Landlord under this Lease, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default).

ATTORNEY'S FEES

26. If any Rent owing under this Lease is collected by or through an attorney, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees.

PARKING

27 No rights to any parking spaces are granted under this Lease; however, Tenant shall be entitled to use ___ spaces in the parking facilities located on the Property in common with other tenants in the Building and the Project. Landlord reserves the right to relocate, and to make alterations or additions to such parking facilities at any time.

WASTE DISPOSAL

28. (a) All normal trash and waste (i.e., waste that does not require special handling pursuant to subparagraph (b) below) shall be disposed of through the janitorial service.

(b) Tenant shall be responsible for the removal and disposal of any waste deemed by any governmental authority having jurisdiction over the matter to be hazardous or infectious waste or waste requiring special handling, such removal and disposal to be in accordance with any and all applicable governmental rules, regulations, codes, orders or requirements. Tenant hereby indemnifies and holds harmless Landlord from and against any loss, claims, demands, damage or injury Landlord may suffer or sustain as a result of Tenant's failure to comply with the provisions of this subparagraph (b).

SURRENDER OF PREMISES

29. Whenever under the terms hereof Landlord is entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord in the same condition as on the Effective Date hereof, natural wear and tear only excepted, and Tenant shall remove all of his property therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary without being guilty of forcible entry, detainer, trespass or other tort. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Upon vacating the Premises, Tenant agrees to clean the Premises thoroughly or to pay Landlord for the cleaning necessary to restore the Premises to their condition when Tenant's possession commenced, natural wear and tear excepted, regardless of whether any security deposit has been forfeited.

CUMULATIVE RIGHTS

30. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

compensation, commissions and charges claimed by any broker or agent utilized by the indemnitor with respect to this Lease or the negotiation thereof.

EXHIBITS

42. The following Exhibits as attached hereto and made a part hereof:
Exhibit A - Site Plan of location of Premises
Exhibit B - Option to Extend Term

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, the day and year first above written.

LANDLORD:

By: .....
Name: Ronald D. Factor
Title: Vice President (CORPORATE SEAL)

TENANT:

By: .....
Name: Rui Monteiro Cruz
Title: TAP General Manager (CORPORATE SEAL)
for North and Central Americas

EXHIBIT B

OPTION TO EXTEND TERM

Within six (6) months of the expiration date of this Sub-Lease Agreement, Landlord and tenant agree to meet and attempt to negotiate an extension to the term upon rents acceptable to both parties. Unless and until a definitive agreement is entered into by the parties there shall be no option to extend the term by either party.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 2nd day of May, 2001, before me, the subscriber, a notary public of New York, personally appeared FRANCIS A. DiNola the Assistant Director, Aviation Dept of **THE PORT AUTHORITY OF NEW YORK AND NEWJERSEY**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

William Hernandez
(notarial seal and stamp)

WILLIAM HERNANDEZ
Notary Public, State of New York
No. 01HE6049028
Qualified in New York County
Commission Expires October 02, 2002

STATE OF GEORGIA)
) ss.
COUNTY OF DEKALB)

On this 12 day of FEBRUARY, 2001, before me, the subscriber, a Notary Public, personally appeared DAVID C. GARRETT III the _____ President of **AIRIS NEWARK, L.L.C.** who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Edith A. Ru
(notarial seal and stamp)

Notary Public, Gwinnett County, Georgia
My Commission Expires April 2, 2004

STATE OF NJ)
) ss.
COUNTY OF ESSEX)

On this 26th day of Feb, 2000, before me, the subscriber, a Notary Public, personally appeared RUI M. CRUZ the GEN. MGR. ~~President of~~ **TAP AIR PORTUGAL**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

FERNANDO FAUSTINO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 12, 2004
(notarial seal and stamp)

AVIATION DEPT.
FILE COPY

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE LESSEE AND SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Lease No. ANA-884
Newark International Airport

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT AGREEMENT, dated as of July 26, 2001, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), AIRIS NEWARK, L.L.C. (hereinafter called the "Lessee") and HEALTH CARE MANAGEMENT & FINANCIAL SERVICES, INC. and JOHN DELLORSO, M.D., P.C., jointly and severally, (hereinafter collectively called the "Sublessee"),

WITNESSETH, That:

WHEREAS, the Port Authority leased to the Lessee and the Lessee hired and took from the Port Authority certain premises (hereinafter called the "Premises") at Newark International Airport (hereinafter called "the Airport") as described in a certain agreement of lease made effective and dated as of July 1, 1996, and identified by Port Authority Lease No. ANA-884 (said agreement of lease, as the same may have been or may hereafter be supplemented and amended, being hereinafter called "the Lease"); and

WHEREAS, the Lessee has requested the consent of the Port Authority to a proposed sublease agreement, together with a first amendment thereto, (copies of which agreement and amendment are attached hereto, hereby made a part hereof, and hereinafter collectively called the "Sublease") between the Lessee and the Sublessee made as of March 22, 2001 and April, 2001, respectively;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of March 22, 2001, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding any provision of the Sublease to the contrary, both this Consent Agreement and the Sublease shall

terminate, without notice to the Lessee or the Sublessee on the earlier to occur of the day preceding the date of expiration or earlier termination of the Lease or the Sublease, or such earlier date for the expiration or termination of the Sublease as the Lessee and the Sublessee may agree upon. The Sublessee shall quit the premises and remove its property for which it is responsible therefrom on or before termination of the Sublease.

3. If the Lessee shall at any time be in default under the Lease, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent Agreement, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. (a) Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring any rights, powers or privileges to the Sublessee as may be provided by the Sublease if not granted to the Lessee under the Lease, nor shall they impair or affect any of the duties, liabilities and obligations imposed on the Lessee under the Lease. The Sublease is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the Sublease shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. It is the intention of the Port Authority hereunder merely to permit the exercise of the Lessee's rights and privileges thereunder by the Sublessee (to the extent permitted by the Lease and this Consent Agreement). The specific mention of or reference to the Port Authority in any part of the Sublease, including without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any

provision of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall in all respects be controlling, effective and determinative.

(b) No provisions of the Sublease, including but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering action which may be undertaken by the Lessee or the Sublessee, including but not limited to, those involving signs, construction, insurance, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this Consent to specific matters and provisions as contained in the Sublease shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) With respect to this Consent Agreement, the Lessee and the Sublessee understand and agree that although the Lessee is permitted under the Lease to perform services and functions for itself the Lessee may not and is expressly prohibited from performing any services or functions at the Airport for the Sublessee (even though the Lessee may perform the same for itself pursuant to the Lease) which are performed by organizations at the Airport authorized by permit from the Port Authority to perform such services or functions, unless the Lessee is specifically authorized by permit to perform such services or functions for other aircraft operators at the Airport and the Premises and in such event said services and functions shall be performed pursuant thereto. The Lessee, however, may make the necessary arrangements with the authorized organizations performing such services or functions at the Airport to have such services or functions performed for the Sublessee by such organizations or the Sublessee may perform such services and functions itself.

5. The Sublessee, in its operations under and in connection with the Sublease and its use and occupancy of the Premises, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Lease to the extent that such obligations relate to the portion of the Premises covered by the Sublease.

6. Without in any wise affecting the obligations of the Lessee under the Lease and under this Consent Agreement and notwithstanding the terms and provisions of the Sublease (but without limiting the rights and duties of the Lessee and the Sublessee as between themselves), the parties agree as follows:

(a) With respect to the sublet premises, the Sublessee shall make repairs and replacements as if it were the Lessee under the Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority, its Commissioners, officers, employees and representatives for its and their costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Agreement by the Sublessee or out of its operations under the Sublease or at the Premises, or out of the use of the Premises by the Sublessee or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Sublessee at the Premises, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport, including claims and demands of the City of Newark from which the Port Authority derives its right in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of Newark against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) Each policy and each certificate with respect to the insurance naming the Port Authority as an additional insured under Paragraph 15 of the Sublease shall contain coverage for medical malpractice, personal injury coverage - special form with waiver of subrogation in favor of the Port Authority, and an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

7. This Consent Agreement may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the Lessee and the Sublessee and no such revocation shall be deemed to affect the Lease or the continuance thereof, but the Sublease shall be deemed terminated thereby.

8. The granting of this Consent Agreement by the Port Authority shall not be deemed to operate as a waiver of the rights of the Port Authority, or as a consent to any subsequent sublease agreement (by the Lessee or by the Sublessee) or to any assignment of the Lease or to any assignment of the Sublease or of any rights under any of the foregoing, whether in whole or in part.

9. Reference herein to the "Lessee" or the "Sublessee" shall mean and include the Lessee and the Sublessee and their respective officers, agents, employees and also others at the Premises or the Airport with the consent of either the Lessee or the Sublessee.

10. The Lessee hereby represents to the Port Authority that the Lessee has complied with and will comply with, and the Sublessee hereby represents to the Port Authority that the Sublessee has complied with and will comply with, all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or that affect, respectively, the operations of the Lessee or the Sublessee, under the Lease or the Sublease, or its or their use and occupancy of the Premises. The obligation of the Lessee and the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

11. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

12. Nothing contained in this Consent Agreement or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises, including without limitation, the installation of any signs at the Airport. The Lessee and Sublessee agree that no construction or installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Lease and of the Sublease and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority.

13. The Sublease shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

14. Nothing contained herein shall create or be deemed to have created a landlord tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Premises shall in all events be and remain subject and subordinate to the Lease.

15. If the Lessee or the Sublessee should fail to pay any amount required under this Consent Agreement when due to the Port Authority, or any fees or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period herein below

described during the entirety of which such amounts remain unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Paragraph, with respect to such unpaid amount. Nothing in this Paragraph is intended to, or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation, the Port Authority's rights set forth in Paragraph 7 hereof or (ii) any obligations of the Lessee or the Sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

16. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Said designated officer or representative of the Port Authority and the Lessee and their respective offices shall be as set forth in the Lease and Sublease. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

17. This Agreement may be executed in counterparts.

18. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held

personally liable to the Lessee or to the Sublessee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents.

ATTEST:

Secretary
ACTING SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
FRANCIS A. DIMOLA

(Title) ASSISTANT DIRECTOR
AVIATION DEPT.

(Seal)

ATTEST:

Secretary

AIRIS NEWARK, L.L.C.

By _____ JOHN G. DIXON

(Title) President
(Corporate Seal)

ATTEST:

Secretary

HEALTH CARE MANAGEMENT & FINANCIAL SERVICES, INC.

By _____

(Title) President
(Corporate Seal)

ATTEST:

Secretary

JOHN DELLORSO, M.D., P.C.

By _____

(Title) President
(Corporate Seal)

APPROVED FORM TERMS

SUBLEASE AGREEMENT
(Newark IACC Building 339)

THIS SUBLEASE AGREEMENT (hereinafter called the "Lease") is made and entered into as of the 22 day of March, 2001, by and between **AIRIS NEWARK, L.L.C.**, a Georgia limited liability company (hereinafter called "Landlord") and **HEALTH CARE MANAGEMENT & FINANCIAL SERVICES, INC.** a New Jersey corporation and **JOHN DELLORSO, M.D., P.C.**, a New Jersey professional corporation (hereinafter collectively called "Tenant").

For and in consideration of the covenants and agreements hereinafter set forth to be performed by Tenant, Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord the Premises hereinafter described, for the term, at the rental, and subject to all of the terms, covenants and conditions hereinafter set forth.

W I T N E S S E T H:

1. PREMISES.

1.01 Project. Landlord holds a leasehold interest in that certain lot or parcel of land (the "Land") containing approximately 294,251 square feet situated at the Newark International Airport (the "Airport"). Landlord has constructed certain improvements on the Land, including a building known as the International Air Cargo Center, Building 339 (the "Building"). The approximate location of the Building is shown on the site plan (the "Site Plan") attached hereto as Exhibit "A" and incorporated herein for all purposes. The Land, the Building and any other improvements that Landlord has constructed or hereafter constructs upon the Land from time to time shall be hereafter referred to collectively as the "Project".

1.02 Ground Lease. Landlord's interest in the Project is a leasehold in the Land under a ground lease (the "Ground Lease") from The Port Authority of New York and New Jersey (sometimes herein called the "Port Authority" or the "Ground Lessor"). A copy of the Ground Lease has been made available to Tenant. Any and all liability and obligations of the Landlord hereunder and any obligation of the Landlord to construct the improvements to be located on the Project, as set forth herein, shall be subject to the Ground Lease and Basic Lease. The term "Ground Lease" as used in this Lease means the Ground Lease titled "Agreement of Lease" dated as of July 1, 1996, entered into with the Port Authority of New York and New Jersey ("Ground Lessor") and as the same may be hereafter amended. The Ground Lease itself is a sublease in that the Ground Lessor is the lessee of the Airport under a lease dated October 22, 1947 as heretofore and hereafter amended (the "Basic Lease") from the City of Newark ("Basic Lessor") to The Port Authority. Landlord shall not amend the Ground Lease in any manner which would materially and adversely affect Tenant's contemplated business in the Premises.

1.03 Premises. Landlord does hereby rent and Lease to Tenant and Tenant does hereby rent and lease from Landlord for use as business and medical offices a portion of the Building (hereinafter called the "Premises") containing approximately 3,765 rentable square feet of space

located in the Building, said Premises to be located as shown on the drawing attached hereto as Exhibit "B" and incorporated herein for all purposes (the "Floor Plan").

1.04 Landlord's Work. Tenant acknowledges that it has inspected the Premises and the Building, in their present condition and accepts the same, subject to completion of the work described in Exhibit "C" attached hereto ("Landlord's Work"), as suitable for the purpose for which the Premises are leased. Taking of possession by Tenant shall be deemed conclusively to establish that the Building and other improvements are in good and satisfactory condition as of when possession was taken. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, unless such are expressly set forth in this Lease. Tenant acknowledges and agrees that Tenant shall be solely responsible for all costs and expenses of Landlord's Work.

In the event Tenant desires work or improvements to be performed at the Premises in addition to the Landlord's Work (the "Tenant's Work"), Landlord will cooperate with Tenant to arrange for the performance of Tenant's Work. Tenant acknowledges and agrees that Tenant's Work shall be performed solely at Tenant's own cost and expense and shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, and to Ground Lessor's approval.

Tenant acknowledges and agrees that the Premises shall be leased to Tenant exclusive of any and all furnishings, including any furnishings located at the Premises as of the date of this Lease.

2. LEASE TERM.

2.01 Initial Term. Tenant shall have and hold the Premises for a term commencing on May 1, 2001 (the "Rental Commencement Date") and terminating at noon on April 30, 2011 (the "Expiration Date"), unless sooner terminated as hereinafter provided. Tenant agrees and acknowledges that Landlord's Work will not be completed by the Rental Commencement Date and further agrees that such lack of completion shall not postpone or abate Tenant's obligation to pay Rent hereunder.

2.02 Renewal Terms. Provided that Tenant is in occupancy of the Premises and operating from within and no default by Tenant shall have occurred or be continuing under this Lease, Tenant will have the option to renew this Lease (each, a "Renewal Option") for two (2) additional terms of five (5) years each (each, a "Renewal Term") by giving written notice to Landlord at least six (6) months prior to the expiration of the then current Lease Term. All the terms and conditions of this Lease shall remain in effect during any Renewal Term, except that Base Rent shall be increased in the manner set forth in Section 3.02(b) below. Unless the context clearly requires otherwise, the word "Term" or the words "Lease Term", whenever used in this Lease with reference to the duration hereof, shall be construed to include the initial Lease Term and any exercised Renewal Terms.

3. RENT.

3.01 Base Rent. Tenant shall pay to Landlord, at the notice address set forth below, or at such other place as Landlord shall designate in writing to Tenant, annual "Base Rent" in the annual amount of $102,714.25 for each year of the term, as such amount is increased as provided

below. Base Rent shall be payable in equal monthly installments, due on the first day of each calendar month, in advance, in legal tender of the United States of America, without abatement, demand, deduction or offset in any manner whatsoever. One full monthly installment of Base Rent shall be due and payable on the date of execution of this Lease by Tenant for the first month's Base Rent and a like monthly installment of Base Rent shall be due and payable on or before the first day of each calendar month following the Rental Commencement Date during the term hereof; provided, that if the Rental Commencement Date should be a date other than the first day of a calendar month, the monthly Base Rent installment paid on the date of execution of this Lease by Tenant shall be prorated to the end of that calendar month, and the excess shall be applied as a credit against the next monthly Base Rent installment. Tenant shall pay, as Additional Rent, all other sums due from Tenant under this Lease (the term "Rent", as used herein, means all Base Rent, Additional Rent and all other amounts payable hereunder from Tenant to Landlord).

3.02 Increases in Base Rent.

(a) Annual Increases. On the first day of each Subsequent Year, the Rent as described above shall be increased to an amount equal to the Rent for the first Lease Year as set forth above, plus an amount equal to the product of the percentage increase in the Index for the Comparison Month as compared to the Index for the Base Month, multiplied by the Rent for the first Lease Year; provided, however, in no event shall the Rent for a Subsequent Year be less than the Rental applicable to the Prior Year, and in no event shall the Base Rental Rate for the Subsequent Year be greater than it would have been had the Index increased by three percent (3%) per annum for each Lease Year between the first Lease Year and the Subsequent Year in question. The foregoing calculation shall not be applicable to increases for the first Lease Year of a Renewal Term after Tenant's exercise of a Renewal Option, which increases are set forth in Section 3.02(b) below. As used in the Lease, the term "Lease Year" shall mean the twelve month period commencing on the Commencement Date, or, if the Commencement Date is not on the first day of a calendar month, commencing on the first day of the first calendar month following the Commencement Date, and each successive twelve month period thereafter during the Lease Term. The term "Subsequent Year" shall mean each Lease Year of the Lease Term following the first Lease Year. The term "Prior Year" shall mean the Lease Year prior to each Subsequent Year. The term "Index" shall mean the Consumer Price Index for all Urban Consumers (New York City Standard Statistical Metropolitan Area, Base 1982-84=100), published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics should discontinue the publication of the Index, or publish the same less frequently, or alter the same in some manner, then Landlord shall adopt a substitute Index or substitute procedure which reasonably reflects and monitors consumer prices. The term "Base Month" shall mean the calendar month which is two (2) months prior to the Commencement Date. The term "Comparison Month" shall mean the calendar month which is two (2) months prior to the first full month of each Subsequent Year in question.

(b) Renewal Term Increases.

(i) for the first Lease Year of the first Renewal Term, the Base Rent shall be increased to an amount equal to the Base Rent for the first Lease Year, plus an amount equal to the product of the percentage increase in the Index for the Comparison Month as compared to the Index for the Base Month multiplied by the Base Rent for the first Lease Year, provided, however, in no event shall the Base Rent for the first Lease Year of the first Renewal Term be less than the Base Rent for the Prior Year.

(ii) for the first Lease Year of the second Renewal Term, the Base Rent shall be established at rental rates equal to the rental rates then being offered by Landlord to tenants desiring to lease comparable space at the Project with comparable amenities, service and privileges, as such rate is established by Landlord in its reasonable discretion. If no other comparable space at the Project is then currently available for lease, Landlord agrees that the rental rates it establishes pursuant to the preceding sentence shall not exceed 110% of the highest rate then being charged to an existing tenant at the Project for comparable space; however, in no event shall such rental rates be less than the rates calculated for the increases in Base Rent in accordance with the formula described in Section 2.03(a) above (based on the increase in CPI). If Tenant exercises its Renewal Option, Landlord shall indicate to Tenant at least six (6) months prior to the end of the Term the rental rate which shall be in effect for the first Lease Year of the Renewal Term, on the basis as above-described. Tenant shall have thirty (30) days from the date Landlord makes such offer or to either accept or reject such offer. If Tenant rejects such offer or fails to respond within such thirty (30) day period, then this Lease shall terminate as of the end of the then current Term. If Tenant accepts such offer, then the Term shall be extended by said five (5) year period at the rental rate specified by Landlord, as the same may increase pursuant to Section 3.02(a) above.

3.03 Operating Expenses. In addition to the Base Rent provided in Section 3.01 above and from and after the Rental Commencement Date, Tenant shall pay to Landlord in monthly installments as additional rent the product obtained by multiplying the ratio ("Tenant's Expense Percentage") that the total rentable area of the Premises bears to the total rentable area of the Building, as this is adjusted from time to time, times all of the operating expenses of the Project ("Base Expenses") (which product shall be referred to herein as "Tenant's Share of Expenses"). Tenant's Share of Expenses shall initially be five and eight-tenths percent (5.8%). Base Expenses shall include, but not be limited to, the following: real and personal property taxes, assessments or charges imposed by any federal, state, county or municipal authority or government; all maintenance and repairs of the common areas of the Project; the cost of day-to-day maintenance; the cost of janitorial services and security services; insurance premiums for fire, extended coverage, liability, business interruption insurance and other insurance that Landlord and Ground Lessor deem necessary for the operation of the Project; trash and snow removal; landscaping; all services, supplies and other expenses for operating the Project, parking areas and common areas; license fees, impact fees and other Project related governmental or Ground Lessor charges, if any applicable to the Project whether pursuant to the Ground Lease or from action of any governmental entity of competent jurisdiction and all other charges and fees by whatever name called payable by or charged to Landlord by Ground Lessor under or pursuant to the Ground Lease even though the charge or fee may, by any section of the Ground Lease other than Section 4A be called a rent, excepting only the "Ground Rental" as specifically defined in Section 4A of the Ground Lease which Ground Rental is dealt with in Section 3.05 of this Lease; out-of-pocket and also direct costs in connection with managing and administering the Project; the cost, including interest, amortized over its useful life, of any improvement made to the Project by Landlord after the date of this Lease which is required under any governmental law or regulation that was not applicable to the Project at the time the Project was constructed or is required by Port Authority under the Ground Lease; the cost, including interest, amortized over its useful life, of the installation of any device or other equipment which improves the operating efficiency of any system within the Project and thereby reduces operating expenses to the extent such reduction in operating expenses exceeds the cost of acquisition and installation; and all utilities

not separately metered to a tenant or to the Tenant. Upon receipt of a statement of Base Expenses and Tenant's Share of Expenses, Tenant shall pay to Landlord monthly, Tenant's Share of Expenses, in addition to Base Rent, which payment shall be due and payable at the same time that Base Rent is due. Landlord agrees to provide to Tenant within a reasonable period of time at the end of each calendar year of the Lease Term, a statement of actual Base Expenses incurred with respect to the operation of the Project covering the preceding year. In the event that under the terms of Section 3.01 Tenant is only to pay a pro rata portion of a month, Tenant's Share of Expenses, if any, shall be similarly prorated for said month. The payments specified in this Section shall be in addition to, and not in lieu of, other payments required under this Lease. Landlord may from time to time estimate in advance the Base Expenses for the then current or ensuing Year and Tenant's Share of Expenses for such year in which event Tenant shall pay one-twelfth (1/12) thereof or larger appropriate fraction in the case that portion of the Calendar Year starting with the Rental Commencement Date and ending with the next December 31 if the Rental Commencement Date is any date other than January 1, and also in the case of that portion of the Calendar Year beginning with the January 1 immediately prior to the Expiration Date of the Term of this Lease and ending with the Expiration Date if the Expiration Date is any date other than December 31, to Tenant at the same time that monthly Base Rent is due. In such case, Landlord and Tenant shall, within ninety (90) days following each Calendar Year, account between them for any underpayment or overpayment of the total of estimated Tenant's Share of Expenses as compared to Tenant's Share of Expenses based upon the actual Base Expenses experience by Landlord for such Calendar Year by Tenant's paying to Landlord an amount equal to the underpayment on demand or by Landlord paying to Tenant an amount equal to the overpayment). As used herein, the term "Calendar Year" means not only the twelve (12) month period beginning January 1 and ending the next following December 31 contained within that part of the Term of this Lease beginning with and including the Rental Commencement Date and ending with the and including the Expiration Date of the Term of this Lease, but also the partial Calendar Years at the beginning and end of said part of the Term.

3.04 Other Passthroughs. From and after the Rental Commencement Date, Tenant shall also pay one hundred percent (100%) of all fees and charges by whatever name called (other than Ground Rental as specifically stated in Section 4A of the Ground Lease) payable by Landlord or Tenant under the Ground Lease attributable to this Lease or the Tenant's business at or use of the Premises including without limitation charges based upon Tenant's handling of cargo. Such payments shall be due and payable to Landlord at the times provided in the Ground Lease or upon Landlord's demand or, at the option of Ground Lessor or Landlord directly to Ground Lessor at the times provided in the Ground Lease or separate agreement between Ground Lessor and Tenant, or upon Ground Lessor's demand.

3.05 Ground Rent. In addition to the Base Rent, Tenant shall pay to Landlord in monthly installments, as additional rent, the Tenant's proportionate share ("Tenant's Ground Rental Percentage") (which Tenant's Ground Rental Percentage shall be the same as Tenant's Expense Percentage) of all Ground Rental which Landlord is required to pay under the terms of the Ground Lease, including but not limited to all future other additions to or increases in the Ground Rental under the Ground Lease including, without limitation, increases resulting from computations based upon increases in a consumer price index and increases in the Port Authority's cost of Airport Services and other costs and expenses all as provided for in Section 4A, the whole Additional Payment set forth in Section 4C of the Ground Rent, and the Additional Land Rental provided in Section 5(y) of the Ground Lease (other than the 5%

provided by subclause (ii) of Subsection 5(y)(l) if caused by Landlord's termination under Section 56 of the Ground Lease), and increases resulting from the increase in the Rental constant factor as provided in Section 4A(3)(y) of the Ground Lease, (excepting only increases, if any, in Ground Rentals agreed to in the future by Landlord and Ground Lessor not provided for or contemplated in the Ground Lease).

4. LATE CHARGE. Other remedies for non-payment of Rent notwithstanding, if the monthly payment of Base Rent is not received by Landlord on or before the fifth (5th) day of the month for which the Base Rent is due, or if any other payment due Landlord by Tenant is not received by Landlord on or before the fifth (5th) day of the month next following the month in which such payment is due as herein provided or in which Tenant was invoiced, a late charge of five percent (5%) percent of such past due amount for each month such amount is past due shall be due and payable as Additional Rent in addition to such amounts owed under this Lease.

5. PARTIAL PAYMENT. No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder.

6. USE OF PREMISES. Tenant shall use and occupy the Premises for general and executive offices, the operation of professional medical offices and related aviation, occupational, emergency, and primary care medical services, including general and administrative services related to the operation of the medical facility and any all medical treatment. Such services may include radiologic and x-ray, physical therapy, occupational therapy, internal medicine, general medicine, general surgery, medical procedures, and diagnostic testing, and other services incidental to the nature of a medical office practice, and for no other purpose. The Premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass nor in any manner that will violate the Ground Lease or Basic Lease. Landlord represents that the aforesaid use is permitted under the Ground Lease and Basic Lease. In the event Tenant uses the Premises in a manner that violates the Ground Lease or Basic Lease, Landlord will notify Tenant and Tenant shall have a reasonable period of time (not to exceed the time provided in the Ground Lease or Basic Lease, as the case may be) to cure such violation.

7. REPAIRS BY LANDLORD. Tenant, by taking possession of the Premises, shall accept and shall be held to have accepted the Premises as suitable for the use intended by this Lease. Landlord shall not be required, after possession of the Premises has been delivered to Tenant, to make any repairs or improvements to the Premises, except as specifically set forth in the following sentence. Landlord shall be responsible for repair of exterior walls, common areas, structural and mechanical repairs and repairs to the Building's plumbing and electrical system, but only to the extent such repairs are with respect to that portion of the system which does not exclusively serve the Premises, provided the need for such repairs are not occasioned by Tenant, Tenant's invitees or anyone in the employ or control of Tenant.

8. REPAIRS BY TENANT. Tenant shall, at its own cost and expense, maintain the Premises in a neat and clean, first-class condition, including all necessary repairs and

replacements, including any repairs to the plumbing and/or electrical system within the Premises that exclusively serves the Premises. Tenant shall further, at his own cost and expense, repair or restore any damage or injury to all or any part of the Building and/or common areas and/or Airport caused by Tenant or Tenant's agents, employees, invitees, licensees, visitors or contractors, including but not limited to any repairs or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Tenant, (ii) the moving of any Property into or out of the Premises. If Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make the repairs and replacements and the costs of such repair or replacements shall be charged to Tenant as Additional Rent and shall become due and payable by Tenant with the monthly installment of Base Rent next due hereunder.

9. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, for such alterations or additions, and the consent of Ground Lessor. To the extent such alterations, physical additions or improvements are acceptable to Landlord, Landlord agrees to cooperate with Tenant in securing the approval of Ground Lessor with respect thereto. Any alterations, physical additions or improvements shall at once become the Property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any physical additions or improvements in order to restore the Premises to the condition which existed as of the date of Tenant's occupancy. The costs of any such alterations, additions or improvements shall be borne by Tenant. Landlord shall, under no circumstances during the term of this Lease, be required to carry any insurance on or to indemnify any party in case of the damage or loss to said alterations, additions or improvements or to improvements made by Landlord for the benefit of Tenant; and, provided further, that under no circumstances shall Landlord be required to pay, during the term of this Lease, any ad valorem or Property tax on such alterations, additions or improvements, Tenant hereby covenanting to pay all such taxes when they become due. In the event any alterations, additions, improvements or repairs are to be performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved by Landlord, which approval shall not be unreasonably withheld, and by Ground Lessor. Landlord agrees to assign to Tenant any rights it may have against the contractor of the Premises with respect to any work performed by said contractor in connection with improvements made by Landlord at the request of Tenant.

10. LANDLORD'S FAILURE TO GIVE POSSESSION. Landlord shall not be liable for damages to Tenant for failure to deliver possession of the Premises to Tenant at the commencement of the Lease Term if such failure is due to no fault of Landlord, to the failure of any construction or remodeling of the Premises by Tenant to be completed or to the failure of any previous tenant to vacate the Premises. Landlord will use all reasonable efforts to give possession to the Tenant at the beginning of the Tenant's term.

11. ACCEPTANCE AND WAIVER. Landlord shall not be liable to the Tenant, its agents, employees, guests or invitees (and, if Tenant is a corporation, its officers, agents, employees, guests or invitees) for any damage caused to any of them due to the Building or any part or appurtenances thereof being improperly constructed or being or becoming out of repair, or arising from the leaking of gas, water, sewer or steam pipes, or from electricity, but Tenant, by moving into the Premises and taking possession thereof, shall accept, and shall be held to have

accepted the Premises as suitable for the purposes for which the same are leased, and shall accept and shall be held to have accepted the Building and every appurtenances thereof, and Tenant by said act waives any and all defects therein; provided, however, that this paragraph shall not apply to any damages or injury caused by or resulting from the negligence or willful misconduct of Landlord, its agents, employees, contractors, officers, directors, guests or invitees.

12. REMOVAL OF FIXTURES. If not in default hereunder, Tenant may, prior to the expiration of the term of this Lease, or any extension thereof, remove any fixtures and equipment which it has placed in the Premises which can be removed without significant damage to the Premises, provided Tenant repairs all damages to the Premises caused by such removal.

13. ENTERING PREMISES. Landlord may enter the Premises at reasonable hours provided that Landlord's entry shall not unreasonably interrupt Tenant's business operations and that prior notice is given when the case permits (and, if in the opinion of Landlord any emergency exists, at any time and without notice): (a) to make repairs, if any, which Landlord under the terms hereof must make to the Premises or adjacent premises, or repairs on the Building; (b) to inspect the Premises to see that Tenant is complying with all of the terms and conditions hereof and any of the rules and regulations of the Project; (c) to remove from the Premises any articles or signs kept or exhibited therein in violation of the terms hereof; and (d) to exercise any other right or perform any other obligation that Landlord has under this Lease. Landlord shall be allowed to take all material into and upon the Premises that may be required to make any repairs, improvements and additions, or any alterations, without in any way being deemed or held guilty of trespass or any eviction of Tenant. The Rent reserved herein shall in no wise abate while said repairs, alterations or additions are being made, and Tenant shall not be entitled to maintain a set-off or counterclaim for damages against Landlord by reason of loss from interruption to the business of Tenant because of the prosecution of any such work.

14. GENERAL LIABILITY OF TENANT. Tenant shall indemnify and save harmless Landlord against all claims for damages to persons or Property by reason of the use or occupancy of the Premises, and all expenses incurred by Landlord because of Tenant's use and occupancy, including reasonable attorney's fees and court costs. Tenant shall be liable for and shall hold Landlord harmless in connection with damage or injury to Landlord, the Premises and the property and persons of Landlord's other tenants, or anyone else, if due to act or neglect of Tenant, or its agents, employees, contractors, officers, directors, guests or invitees.

15. INSURANCE AND WAIVER OF SUBROGATION.

15.01 Tenant's Insurance. Tenant shall keep in force at Tenant's expense as long as this Lease remains in effect and during such other times as Tenant occupies the Premises or any part thereof, public liability insurance for Landlord and Tenant's protection covering the Premises and Tenant's use thereof, such coverage to be in amount of at least $5,000,000.00 per occurrence, on an occurrence basis, provided that if Ground Lessor under the Ground Lease requires Landlord or its subtenants to carry more insurance coverage with respect to the Premises, that Tenant shall be required to carry such greater amount upon receipt of written notice from Landlord. Tenant shall also keep in force as set forth above, fire, extended coverage and water damage insurance of Tenant's personal property, including, but not confined to inventory, trade fixtures, floor coverings, furniture and all other property of Tenant whether removable or not at termination of this Lease, including leasehold betterments and improvements; such insurance on leasehold

betterments and improvements shall be in amounts sufficient to cover the full replacement cost of any repair or reconstruction from any such hazard during the entire term of this Lease, such insurance naming the Landlord as an additional named insured as its interest may appear. Tenant shall provide an insurance certificate to Landlord evidencing such coverages prior to Tenant's occupancy.

15.02 Landlord's Insurance. Landlord shall keep in force public liability, fire, extended coverage and water damage insurance insuring Landlord's interest in the Building and the Premises.

15.03 Prohibited Acts. Tenant shall not do or suffer to be done, or keep anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, including, but not limited to, public liability, or which will prevent Landlord from securing such policies in companies acceptable to Landlord. If permitted to be done or suffered to be done by Tenant or kept in, upon and about the Premises or Building which shall cause the rate of fire or other insurance on the Premises or Building in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Premises or the Building for the permitted use or permitted uses made thereof, Tenant shall pay, as Additional Rent hereunder, the amount of any such increase promptly upon demand by Landlord and shall cease such action until such payment is made. Landlord agrees to notify its insurer of Tenant's proposed use of the Premises (as set fort in Section 6 above), and Landlord agrees to notify Tenant prior to the Rental Commencement Date of any such increase in insurance costs based on Tenant's proposed use.

15.04 Waiver of Right of Recovery. Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss in or about the Premises from perils insured against under their respective insurance policies required to be maintained hereunder, including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided that this section shall be inapplicable if it would have the effect, but only to the extent that it would have such effect, of invalidating any insurance coverage of Landlord or Tenant.

16. GOVERNMENTAL REQUIREMENTS. Tenant shall, at its own expense, promptly comply with all requirements of any legally constituted governmental or public authority made necessary by reason of Tenant's occupancy of the Premises.

17. ABANDONMENT OF PREMISES. Tenant agrees not to abandon or vacate the Premises during the term of the Lease and to use said Premises for the purpose herein leased until the expiration hereof.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord, which consent by Landlord, subject to provisions hereof, shall not be unreasonably withheld, assign the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. In the event that Tenant is a corporation or some other entity other than an individual, any sale of a majority or controlling interest in Tenant shall be considered an assignment for purposes of this paragraph. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon the prior written consent of Landlord. Without limiting the foregoing

prohibition, in no event shall Tenant assign this Lease or any interest herein, whether directly, indirectly or by operation of law, or sublet the Premises or any part thereof or permit the use of the Premises or any part thereof by any party, nor shall Landlord be deemed to have unreasonably withheld its consent to a proposed assignment or subletting: (i) if the proposed assignee or subtenant is a party who would, or whose use would, detract from the character of the Building, or conflict with the uses, practices, requirements or restrictions of this Lease, the Ground Lease or the Building or conflict with the terms of any other tenant lease affecting any portion of the Building, (ii) if the proposed assignment or subletting would be to a governmental subdivision or agency or any person or entity who enjoys diplomatic or sovereign immunity, (iii) if such proposed assignee or subtenant is an existing tenant of the Building, (iv) if Ground Lessor has not first approved such proposed assignment or subletting, or (v) if the effective rental rate under such assignment or subletting would be less than the effective rental rate then being offered by Landlord for vacant space in the Building; or (vi) if the proposed sublease purports to be for a term which will continue after the expiration of the Lease Term, or (vii) if the financial condition of the proposed assignee or subtenant is not such as would provide Landlord with reasonable assurance that such proposed assignee shall be able to perform its obligations under this Lease as such obligations become due. It is understood and agreed that the items identified in clauses (i) through (vii) above are not intended, and shall not be construed, to be an exclusive list of reasonable bases upon which Landlord may withhold its consent to a proposed assignment or sublease, and Landlord reserves the right to withhold its consent by virtue of any such other reasonable bases. In the event a dispute shall arise as to whether Landlord has unreasonably withheld or denied its consent to any proposed assignment or subletting pursuant to this Section 18, Tenant's sole remedy shall be in equity, and Landlord shall not be liable for any damages to Tenant as a result of the withholding or denial of any such consent, whether or not such withholding or denial by Landlord is determined to be unreasonable and whether or not such withholding or denial shall result in the loss of a prospective assignment or sublease, it being agreed by the parties hereto that Tenant's sole recourse in the event of an unreasonable withholding or denial is to obtain a determination that such withholding or denial is unreasonable. Sublessees or transferees of the Premises for the balance of the Lease Term shall become directly liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant of any liability therefor, and Tenant shall remain obligated for all liability to Landlord arising under this Lease during the entire remaining Lease Term including any extensions thereof, whether or not authorized herein. As a condition to considering any request for consent to an assignment or sublease, Landlord may require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee (including, without limitation, current financial statements of any prospective guarantor). If Landlord's consent to an assignment or sublease is requested, Tenant shall pay to Landlord a fee to cover Landlord's reasonable accounting costs plus any reasonable legal fees incurred by Landlord in connection with the proposed assignment or sublease. Landlord may require an additional security deposit or other form of credit enhancement acceptable to Landlord as a condition of its consent. Permitted subtenants or assignees shall become liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant's liability hereunder. Tenant acknowledges that any proposed subletting or assignment must be approved by Ground Lessor and that, further, such subletting or assignment shall be subject to the Ground Lessor's fee therefor, which fee is currently ten percent (10%) of the rent collected and which fee shall be paid by Tenant.

19. DEFAULT. If Tenant shall default in the payment of Rent herein reserved when due and fails to cure such default within five (5) days after written notice of such default is given

to Tenant by Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent, and fails to cure such default within thirty (30) days after written notice of such default is given to Tenant by Landlord; or if Tenant is adjudicated a bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, if Tenant's effects should be levied upon or attached under process against Tenant and not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord, at its option, may exercise any or all of the remedies set forth in Paragraph 20 below.

20. REMEDIES. Upon the occurrence of any default set forth in Paragraph 19 above which is not cured by Tenant within the applicable cure period provided therein, Landlord may exercise all or any of the following remedies: (i) terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date specified in such notice and all rights of Tenant under this Lease shall expire and terminate as of such date, Tenant shall remain liable for all obligations under this Lease up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice, and if Tenant fails to so surrender Landlord shall have the right, without notice, to enter upon and take possession of the Premises and to expel and remove Tenant and its effects without being liable for prosecution or any claim of damages therefor; (ii) terminate this Lease as provided in the immediately preceding subsection and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including without limitation, (a) the total rent which would have been payable hereunder by Tenant for the period beginning with the day following the date of such termination and ending with the Expiration Date of the term as originally scheduled hereunder, minus (b) the aggregate actual rent received by Landlord from a substitute tenant for the same period, plus (c) the reasonable costs of recovering the Premises, and all other reasonable expenses incurred by Landlord due to Tenant's default, including, without limitation, reasonable attorneys' fees, plus (d) the unpaid Rent earned as of the date of termination, plus interest, at the annual rate of four percent (4%) over the "prime rate" as published in The Wall Street Journal, all of which sum shall be immediately due and payable by Tenant to Landlord; (iii) [intentionally deleted] (iv) without terminating this Lease, and without notice to Tenant, Landlord may in its own name, but as agent for Tenant enter into and take possession of the Premises and re-let the Premises, or a portion thereof, as agent of Tenant, upon any terms and conditions as Landlord may deem necessary or desirable (Landlord shall have no obligation to attempt to re-let the Premises or any part thereof. Upon any such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the costs incurred by Landlord in accomplishing any such re-letting, and thereafter shall be applied to the Rent owed by Tenant to Landlord during the remainder of the term of this Lease.); (v) [intentionally deleted]; or (vi) pursue such other remedies as are available at law or in equity. Tenant waives any and all rights of redemption it may have under any laws or in equity.

Landlord agrees that if Landlord reenters the Premises upon the occurrence of a default, and provided Tenant has vacated the Premises and is not contesting the existence of such default or Landlord's right to possession of the Premises, unless and until Landlord shall elect to terminate this Lease by written notice to Tenant as herein provided, Landlord will use reasonable efforts to relet the Premises for the account of Tenant, for such term or terms (which may be for a term extending beyond the Lease Term) and at such rent or rentals and upon such other terms as

Landlord may deem advisable, with or without advertisement, and by private negotiations. Tenant hereby agrees that Landlord's agreement to use reasonable efforts to relet the Premises shall not be deemed to impose any obligation on Landlord to relet the Premises for any purpose other than for airline related office or medical office uses , or to any lessee who is not reputable or who is not financially capable of performing the duties and obligations imposed upon such lessee under the applicable lease or who does not have experience in successfully operating an airline related business. Tenant further agrees that the agreement by Landlord to use reasonable efforts to relet the Premises shall not impose any obligation on Landlord to relet the Premises in preference to the leasing by Landlord of any other property or premises of Landlord, or to require Landlord to offer the Premises for reletting on terms and conditions more favorable than the terms and conditions on which Landlord may be offering other, comparable space in the Building for rent. If Landlord uses reasonable efforts to relet the Premises, giving due regard to the market conditions then existing, Tenant shall not be entitled to make any claim as a defense or otherwise, that the consideration received for such subletting, assignment or reletting is inadequate or that Landlord did not properly accept any offer to lease or sublease the Premises, as Landlord's judgment and decisions in such matters, as and however made, shall be final and binding.

21. DESTRUCTION OR DAMAGE. If the Premises are partially or totally destroyed (or so substantially damaged as to be untenantable) by storm, fire, earthquake, or other casualty, Landlord shall notify Tenant in writing whether Landlord deems in its sole discretion that restoration is practicable and feasible, and if deemed infeasible, this Lease shall terminate as of the date of such destruction or damage and Rent shall be accounted for between Landlord and Tenant as of that date. If Landlord deems that restoration is practicable and feasible, Rent shall abate in such proportion as the use of the Premises has been destroyed, and Landlord shall restore the Premises (except for any inventory, trade fixtures, floor coverings, furniture or any personal property of Tenant which shall be restored by Tenant) to substantially the same condition as before the damage occurred as soon as practicable, whereupon full Rent shall recommence. Tenant shall make the insurance proceeds for the leasehold improvements available to Landlord for such work.

22. EMINENT DOMAIN. If the whole of the Premises, or such portion thereof as will make the Premises unusable as determined in the sole discretion of the Landlord, is condemned or taken by any legally constituted authority for any public use or purpose, then the term hereby granted shall cease from that time when possession thereof is taken by the condemning authorities, and Rent shall be accounted for as between Landlord and Tenant as of that date. If a portion of the Premises is so taken, but not such amount as will make the Premises unusable as determined in the sole discretion of the Landlord, this Lease shall continue in full force and effect and the Rent shall be reduced prorata in proportion to the amount of the Premises so taken. Tenant shall have no right or claim to any part of any award made to or received by Landlord for such condemnation or taking, and all awards for such condemnation or taking are hereby assigned to Landlord and shall be made solely to Landlord.

23. SERVICE OF NOTICE. Except as otherwise provided by law, Tenant hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this Lease, the person in charge of or occupying the Premises at the time of such proceeding or notice; and if no person be in charge or occupying the Premises, then such service of notice may be made by attaching the same to the front entrance of the Premises. A copy of all notices under this Lease shall also be mailed to

Tenant at the following address: until the Rental Commencement Date, Health Care Management & Financial Services, c/o McBreen, McBreen & Kopko, 110 Summit Avenue, Montvale, New Jersey 07645, Attn: Thomas D. Kelliher, Jr., Esquire; from and after the Rental Commencement Date , all notices to Tenant shall be delivered to the Premises. All notices to Landlord shall be sent to Landlord at the following address: Airis Newark, L.L.C., 625 Kentucky Street, Atlanta, Georgia 30079, Attention: Asset Management Department, with a copy to Golden, Goodloe & Associates, L.L.C., One Peachtree Center, Suite 4320, 303 Peachtree Street, Atlanta, Georgia 30308, Attention: Stephen H. Goodloe, Esq. All notices required to be given hereunder may be sent via certified mail return receipt requested or via overnight delivery providing proof of delivery to the addresses set forth above. Notices shall be deemed received upon actual delivery, provided that refusal to accept delivery shall constitute delivery for all purposes hereunder.

24. MORTGAGEE'S RIGHTS. Tenant agrees that this Lease shall be subject to and subordinate to any deed to secure debt, mortgage, sale and leaseback, assignment of leases or other security interest now or hereafter granted by Landlord with respect to the Premises (hereafter collectively referred to as "Security Documents"). Tenant agrees upon request of the holder of any Security Documents ("Holder") to hereafter execute such paper or papers which the counsel for Landlord or Holder may deem necessary to evidence the subordination of the Lease to the Security Documents. In the event of a foreclosure pursuant to any Security Documents, Tenant shall thereafter remain bound pursuant to the terms of this Lease as if a new and identical Lease between such foreclosing party, as landlord, and Tenant, as tenant, had been entered into for the remainder of the term hereof and Tenant shall attorn to the Purchaser upon such foreclosure sale and shall recognize such Purchaser as the Landlord under the Lease.

25. TENANT'S ESTOPPEL. Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent has been paid, that Tenant is not in default hereunder and has no offsets or defenses against Landlord under this Lease, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default).

26. ATTORNEY'S FEES. If any past due Rent owing under this Lease is collected by or through an attorney, Tenant agrees to pay Landlord's reasonable attorney's fees incurred in the collection thereof.

27. PARKING. No rights to any parking spaces are granted under this Lease; however, Tenant shall be entitled to use eighteen (18) spaces in the parking facilities located on the Property in common with other tenants in the Building and the Project and zero (0) spaces within the AOA perimeter of the Project's airside. Landlord agrees to identify each of the eighteen (18) parking spaces as Tenant's; however, Tenant acknowledges and agrees that Landlord shall have no obligations to enforce the use of such parking spaces and further agrees that Landlord shall have no liability with respect thereto. Landlord reserves the right to relocate, and to make alterations or additions to such parking facilities at any time. Tenant shall pay Thirty and No/100 Dollars ($30.00) per month for each parking space, commencing on the Rental Commencement Date, payable in advance on the monthly Base Rent due dates. The monthly charge per parking space is subject to increase annually by using the same formula, as

provided in Section 3.02 for the increases in the monthly Base Rent, except of course, the monthly charge for a parking space is used in such computations instead of a monthly Base Rent number.

28. WASTE DISPOSAL.

28.01 Regular Waste Disposal. Tenant shall be responsible for the removal of all normal trash and waste (i.e., waste that does not require special handling pursuant to subsection 28.02 below).

28.02 Special Waste Disposal. Tenant shall also be responsible for the removal and disposal of any waste deemed by any governmental authority having jurisdiction over the matter to be hazardous or infectious waste or waste requiring special handling, such removal and disposal to be in accordance with any and all applicable governmental rules, regulations, codes, orders or requirements. Tenant hereby indemnifies and holds harmless Landlord from and against any loss, claims, demands, damage or injury Landlord may suffer or sustain as a result of Tenant's failure to comply with the provisions of this subsection 28.02.

28.03 Hazardous Substances and Medical Wastes. Without limiting the generality of Section 28.02 above, Tenant hereby covenants and agrees that, during the term of this Lease, Tenant shall not cause or permit any "Hazardous Substances" (as defined in Exhibit "D") to be generated, placed, held, stored, used, located or disposed of in, from or at the Premises or the Project or any part thereof, except for Hazardous Substances as are commonly and legally used or stored as a consequence of using the Premises for medical office and administrative purposes, but only so long as the quantities thereof do not pose a threat to public health or to the environment and Tenant strictly complies or causes compliance with all applicable Environmental Laws (as defined in Exhibit "D"). Promptly upon receipt of Landlord's request, Tenant shall submit to Landlord true and correct copies of any reports, manifests or records required to be maintained and/or filed by Tenant with any governmental or quasi-governmental authority pursuant to any Environmental Laws. Tenant also agrees to cooperate with Landlord and to provide access by Landlord and Landlord's representatives to any of Tenant's records with respect to the Premises relating to any assessment of the environmental condition of the Premises and the generation, placement, storage, use, treatment or disposal of Hazardous Substances on or about the Premises. Tenant hereby agrees to and shall indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in, or the disposal, escape, leakage, spillage, discharge, emission or release at or from, the Premises of any Hazardous Substances (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any Environmental Laws); *provided, however*, that the foregoing indemnity is limited to matters arising solely from Tenant's violation of the covenants contained in this Section 28.03. The obligations of Tenant under this Section 28.03 shall survive any expiration or termination of this Lease.

29. SURRENDER OF PREMISES. Whenever under the terms hereof Landlord is entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord in the same condition as on the date Tenant's possession commenced, natural wear and tear only excepted, and Tenant shall remove all of its property therefrom; and Landlord may forthwith reenter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary without being guilty of forcible entry, detainer, trespass or other tort. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Upon vacating the Premises, Tenant agrees to clean the Premises thoroughly or to pay Landlord for the cleaning necessary to restore the Premises to their condition when Tenant's possession commenced, natural wear and tear excepted, regardless of whether any security deposit has been forfeited. Furthermore, Tenant acknowledges that it has requested Landlord to perform Landlord's Work and further acknowledges that Landlord's Work is not readily adaptable to normal and customary office uses at the Building. Accordingly, Tenant agrees that, to the extent requested by Landlord, Tenant shall remove any improvements described in Landlord's Work and shall surrender the Premises to Landlord in the same condition as on the date immediately prior to the commencement of Landlord's Work. If Tenant does not so restore the Premises, Landlord may restore the Premises at Tenant's expense, and Tenant shall promptly reimburse Landlord for the cost therefor. Landlord and Tenant hereby agree that Tenant's obligation to restore the Premises to its condition prior to the commencement of Landlord's Work shall expire and be of no force and effect if (i) Tenant exercises its first Renewal Option and pays all Rent due Landlord hereunder through the end of the fifteenth Lease Year, (ii) Tenant surrenders the Premises at the end of the fifteenth Lease Year in accordance with the first sentence of this Section 29, and (iii) Tenant is not then in breach of its obligations hereunder. In addition, Landlord acknowledges that the immediately subsequent proposed subtenant for the Premises may desire that a portion of Landlord's Work remain at the Premises for such replacement subtenant's intended use; in such case, Landlord shall not require Tenant to remove those portions of Landlord's Work to remain in place for use by the replacement subtenant.

30. CUMULATIVE RIGHTS. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

31. PARAGRAPH TITLES; SEVERABILITY. The paragraph titles used herein are not to be considered a substantive part of this Lease, but merely descriptive. If any paragraph or provision herein is held invalid by a court of competent jurisdiction, all other paragraphs or severable provisions of this Lease shall not be affected thereby, but shall remain in full force and effect.

32. DAMAGE OR THEFT OF PERSONAL PROPERTY. All personal property brought into the Premises shall be at the risk of the Tenant only and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of co-tenants, or other occupants of the Building, or any other person, except, with respect to damage to the Premises, as may be occasioned by the negligent or willful act of the Landlord, its employees and agents.

33. HOLDING OVER. In the event Tenant remains in possession of the Premises after the expiration of the term hereof, with Landlord's acquiescence and without any express written agreement of the parties, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof, except that the monthly rental shall be at double the monthly Base

Rent payable hereunder. There shall be no renewal of this Lease by operation of law or otherwise.

34. SECURITY DEPOSIT. Upon Tenant's execution of this Lease, Tenant shall pay to Landlord an amount equal to the sum of (a) $25,679.00 and (b) $150,000.00 (which sum, as the same may be adjusted pursuant to this Section 34, is hereinafter referred to as the "Security Deposit"), which shall be held by the Landlord during the term of this Lease, or any renewal thereof; for purposes of the Lease, item (a) will sometimes be referred to as the "Rent SD Component", and item (b) will sometimes be referred to as the "Improvements SD Component". Upon the exercise of any Renewal Option, Tenant shall pay to Landlord such additional sums necessary to increase the Rent SD Component of the Security Deposit held by Landlord to an amount equal to one-fourth of the annual Base Rent for the first Lease Year of such Renewal Term. In addition, upon Landlord's notification to Tenant of the estimated "Construction Costs" and Tenant's request for the "Financed Construction Amount" (as each are defined in Exhibit "C") and Landlord's estimate of the cost to remove Landlord's Work at the expiration of the Lease Term (the "Restoration Costs"), Tenant and Landlord shall adjust the amount of the Improvements SD Component of the Security Deposit as necessary so as to be equal to the sum of the anticipated Financed Construction Amount and the Restoration Costs. Landlord shall not be obligated to commence Landlord's Work until such additional sums have been delivered to Landlord. On the first day of each Lease Year, the Improvements SD Component of the Security Deposit shall be adjusted to an amount equal to the sum of (i) the Restoration Costs, (ii) the then current unamortized portion of the Financed Construction Amount and (iii) any accrued interest with respect to the Financed Construction Amount. In addition, if Tenant exercises the second Renewal Option, on the first day of the sixteenth Lease Year, the Restoration Costs portion of the Improvements SD Component of the Security Deposit shall be reduced to zero, and, accordingly, provided that the Financed Construction Amount shall have been fully amortized, the Improvement SD Component shall be equal to zero. Under no circumstances will Tenant be entitled to any interest on the Security Deposit. The Security Deposit may be used by Landlord, at its discretion, to apply to any amount owing to Landlord hereunder, or to pay the expenses of repairing any damage to the Premises, except natural wear and tear occurring from normal use of the Premises, which exists on the day Tenant vacates the Premises, but this right shall not be construed to limit Landlord's right to recover additional sums from Tenant for damages to the Premises. In addition to any other rights available to Landlord hereunder, the Security Deposit shall be forfeited in any event if Tenant fails to occupy the Premises as Tenant for the full term of this Lease, or if this Lease should for any reason whatsoever be terminated prior to the normal Expiration Date of the term. In no event shall Tenant be entitled to apply the Security Deposit to any Rent due hereunder. The right to retain the Security Deposit shall be in addition and not alternative to Landlord's other remedies under this Lease or as may be provided by law and shall not be affected by summary proceedings or other proceedings to recover possession of the Premises. Upon sale or conveyance of the Building, Landlord may transfer or assign the Security Deposit to any new owner of the Premises, and upon such transfer all liability of Landlord for the Security Deposit shall terminate. Landlord shall be entitled to commingle the Security Deposit with its other funds.

In lieu of depositing the cash Security Deposit as set forth above, Tenant may deliver to Landlord an irrevocable, unconditional letter of credit in favor of Landlord in the amount of the Security Deposit, in a form acceptable to Landlord and issued by a bank in either the New York, New York metropolitan area or the Newark, New Jersey metropolitan area. The amount of such

letter of credit shall be adjusted if and as when the Security Deposit is adjusted as set forth above. If Tenant defaults or otherwise fails to comply with the terms of the Lease for any reason, Landlord may immediately draw upon and receive payment under said letter of credit, it being the express intent of Landlord and Tenant that the letter of credit be used as a security deposit, securing the full and complete performance by Tenant of Tenant obligations under the Lease. Such letter of credit shall permit transfers of the payee thereunder if Landlord transfers its interest in the Building. The letter of credit shall be open and may be drawn upon for a period which expires two (2) months after the scheduled expiration of the Term; provided however, that such letter of credit may be of a duration shorter than said period, so long as Tenant replaces said letter of credit with a new letter of credit, on the same terms and conditions, and in the same amount, as the prior letter of credit, at least one (1) month prior to the expiration of the prior letter of credit. If Tenant fails to replace a prior letter of credit within the period required herein, then Landlord shall be immediately authorized and entitled to demand and receive payment under said letter of credit, and to apply and hold the proceeds therefrom as a security deposit under the terms and conditions of this Section 34 of this Lease.

35. QUIET ENJOYMENT. Tenant, upon payment in full of the required Rent and full performance of the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the term hereof subject to the Ground Lease and Basic Lease. Landlord shall not be responsible for the acts or omissions of any other tenant, Tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

36. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

37. LIMITATION OF LIABILITY. Landlord's obligations and liability with respect to this Lease shall be limited solely to Landlord's interest in the Building, as such interest is constituted from time to time, and neither Landlord nor any partner of Landlord, or any officer, director, shareholder, or partner of any partner of Landlord, shall have any personal liability whatsoever with respect to this Lease.

38. CORPORATE AUTHORITY; JOINT AND SEVERAL LIABILITY. If Tenant executes this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly organized and validly existing corporation, that Tenant has full right, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so. If Tenant consists of more than one person or entity, all terms, covenants and conditions contained in this Lease shall be deemed to be the joint and several responsibility of each party, and all rights and remedies of Landlord shall be cumulative and nonexclusive of any other remedy at law or in equity.

39. BROKERS. Tenant and Landlord warrant that they have had no dealings with any broker or agent in connection with this Lease. Landlord and Tenant covenant to pay, hold harmless and indemnify each other from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent utilized by the indemnitor with respect to this Lease or the negotiation thereof.

40. PAYMENT OF UTILITY CHARGES. If any utility service to the Premises is separately metered, Tenant shall pay the bill applicable to such meter as the same is billed from the utility provider.

41. RIGHT OF FIRST OPPORTUNITY. Provided and so long as this Lease is in full force and effect and Tenant is not in default under this Lease beyond any applicable cure period, if Landlord elects to lease space in the Project (the "Subject Property") to a third party who proposes to use such space as a medical facility (other than the then current occupant of the Subject Property), Landlord agrees to give Tenant a one-time "right of first opportunity" to lease the Subject Property on terms and conditions that Landlord proposes to offer the Subject Property for lease (including any minimum square footage requirements) prior to Landlord's accepting an offer to lease the Subject Property. In such event, Landlord shall send a written notice (the "First Opportunity Notice") to Tenant setting out the terms and conditions under which Landlord contemplates offering the Subject Property for lease to third parties. Tenant shall have five (5) business days after receipt of the First Opportunity Notice within which to notify Landlord in writing of Tenant's election to lease the Subject Property.

If Tenant elects to lease the Subject Property as above provided, then Landlord and Tenant will enter into a lease of the Subject Property on all of the terms and conditions set forth in the First Opportunity Notice, with the terms and conditions of the remainder of such lease to be those contained in this Lease (excluding economic and business terms). If Tenant does not elect to lease the Subject Property within the aforesaid five (5) business day period, then Landlord may proceed to lease the Subject Property to one or more third parties on substantially the same terms and conditions contained in the First Opportunity Notice, free and clear of Tenant's rights under this Section, and thereafter Tenant's rights under this Section shall cease to be of any further force or effect throughout the remainder of the Term; however, if Landlord fails to enter into a lease on substantially the same terms and conditions set forth in the First Opportunity Notice within six (6) months after the date of the First Opportunity Notice, Landlord shall again be required to comply with terms of this Section 41 prior to the leasing of such space.

42. RULES AND REGULATIONS. Tenant covenants and agrees to abide by any reasonable rules and regulations as may hereafter be promulgated by Landlord. Landlord shall have the right at all times during the Lease Term, with notice to Tenant, to publish and promulgate and thereafter enforce such rules and regulations or changes in the rules and regulations as it may reasonably deem necessary to protect the tenantability, safety, operation, and welfare of the Premises and the Project; provided, however, that Tenant shall not be bound by any rules and regulations or changes to the rules and regulations to the extent any such rule and/or regulation (i) is not communicated in writing within a reasonable time prior to the enforcement thereof by Landlord, or (ii) materially adversely affects Tenant's use and occupancy of the Demised Premises, Tenant's rights under this Lease or Tenant access to the Building or the Demised Premises. Landlord agrees that it will not enforce the rules and regulations in a discriminatory manner against Tenant.

43. EXHIBITS. The following Exhibits as attached hereto and made a part hereof:

Exhibit A - Site Plan of location of Premises
Exhibit B - Floor Plan
Exhibit C - Landlord's Work

Exhibit D - Definitions of Hazardous Substances and Environmental Laws

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, as of the day and year first above written.

LANDLORD:

AIRIS NEWARK, L.L.C.

By: _____ (SEAL)
Name: John G. Dixon
Title: President & CEO

TENANT:

HEALTH CARE MANAGEMENT & FINANCIAL SERVICES, INC.

By: _____
Thomas D. Kelliher, Jr.
President

(CORPORATE SEAL)

JOHN DELLORSO, M.D., P.C.

By: _____
John Dellorso
President

(CORPORATE SEAL)

EXHIBIT A

SITE PLAN OF PROJECT

EXHIBIT C

LANDLORD'S WORK

To induce Landlord and Tenant to enter into the Lease (to which this Exhibit "C" is attached) and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant agree that Landlord shall cause the construction of the improvements at the Premises in accordance with the following identified drawings (the "Approved Drawings"):

[Description of Approved Drawings Below]

Tenant acknowledges and agrees that Tenant shall be solely responsible for all costs and expenses of Landlord's Work (collectively, "Construction Costs"). Construction Costs shall include the cost of any other items requested by or on behalf of Tenant and in addition to the work specified in the Approved Drawings. Tenant agrees to pay the Construction Costs to Landlord within ten (10) business days after receipt of an invoice therefor, and Tenant agrees that the same shall be collectible as additional rent hereunder. To the extent that Landlord and Landlord's bond counsel determine and confirm that such amounts or costs are "good project costs" under Section 142(a) of the Internal Revenue Code of 1986, as amended, and Tenant so requests prior to April 1, 2001, Landlord agrees to fund on behalf of Tenant all or a portion of the Construction Costs up to a maximum amount of $250,000.00 (the "Financed Construction Amount"). In consideration for Landlord's agreement to fund the Financed Construction Amount, Tenant agrees to pay Landlord, as additional rent hereunder, an amount equal to the monthly payments necessary to fully amortize the Financed Construction Amount over the initial ten (10) year term at an assumed annual interest rate of five and one-half percent (5.5%). Such payments with respect to the Financed Construction Amount shall be payable on the same date that Base Rent is due. In the event of a termination of this Lease or Tenant's right to occupy the Premises prior to the expiration of the initial ten (10) year term, the unamortized portion of the Financed Construction Amount shall be immediately due and payable from Tenant to Landlord.

Tenant acknowledges and agrees that Landlord shall not be obligated to commence Landlord's Work until Tenant has (a) either requested or waived in writing Tenant's option to finance the Construction Costs pursuant to the preceding paragraph and (b) increased the Security Deposit delivered to Landlord pursuant to Section 34 of the Lease. If Landlord has not commenced Landlord's Work by May 1, 2001 as a consequence of Tenant's default under the Lease or Tenant's failure to satisfy the conditions set forth in the preceding sentence, Landlord

shall have the right to exercise all remedies under Section 20 of this Lease, including the right to terminate this Lease.

EXHIBIT "D"

DEFINITIONS OF HAZARDOUS SUBSTANCES AND ENVIRONMENTAL LAWS

For purposes of Section 28.03, *"Hazardous Substances"* shall mean and include any substance (a) that is or that becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "biomedical waste," pollutant or contaminant under any Environmental Laws; or (b) that is toxic, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, explosive or otherwise hazardous, or that is or becomes regulated by any governmental agency, authority, department or instrumentality of the United States, the State of New Jersey, or any political subdivision thereof; or (c) the presence of which in the Project causes or threatens to cause a nuisance, trespass or unsafe condition in the Project or to adjacent properties or that poses or threatens to pose a hazard to the health, safety or welfare of persons in or about the Project; or (d) that contains, without limitation, petroleum, including crude oil and any fraction thereof, polychlorinated biphenyls, asbestos, and urea formaldehyde foam insulation. For purposes hereof, the term *"Environmental Laws"* shall means (i) the following, as the same may have been amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6921, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Federal Solid Waste Disposal Act, 42 U.S.C. § 6901, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; and any other legislation or ordinance of any governmental authority identified by its terms as pertaining to hazardous substances or waste; (ii) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigating and remediating any emissions, discharges, releases or threatened releases of Hazardous Substances, whether solid, liquid or gaseous in form or nature, into the air, surface water, groundwater or land, or relating to packaging, spills, releases, disinfection, sterilization, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling any such substances; and (iii) all requirements relating to the protection of public health, safety and welfare, including, but not limited to, the applicable requirements issued by the Occupational Safety and Health Administration ("OSHA"), and in particular OSHA regulations set forth in 29 C.F.R. § 1910.1030 and OSHA's Bloodborne Pathogen Standard and revised Center for Disease Control recommendations relating to handling and disposal of infectious waste, 29 CFR § 1910.1030.

FIRST AMENDMENT TO SUBLEASE AGREEMENT
(HCM - Newark/IACC Building 339)

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT ("Amendment") is made as of the ____ day of April, 2001, between AIRIS NEWARK, L.L.C., a Delaware limited liability company ("Landlord"), and HEALTH CARE MANAGEMENT & FINANCIAL SERVICES, INC., a New Jersey corporation, and JOHN DELLORSO, M.D., P.C., a New Jersey professional corporation (collectively, "Tenant").

RECITALS

A. Pursuant to that certain Sublease Agreement dated as of March 30, 2001 between Landlord and Tenant (the "Lease"), Tenant has subleased from Landlord certain premises (the "Premises") at Newark International Airport more particularly described in the Lease.

B. Tenant has requested that Tenant be responsible for the construction of the initial improvements to the Premises, and Landlord and Tenant desire to amend the terms of the Lease as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the Lease and the rent to be paid thereunder, $10.00 cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction Obligations. Tenant has declined Landlord's offer to construct the improvements necessary for Tenant's operation of the Premises and Landlord's offer to finance such construction costs, and Tenant has elected to cause its own contractor to construct such improvements in accordance with the terms of the Lease, as amended hereby. Accordingly, Section 1.04 of the Lease is hereby deleted in its entirety and the following is substituted in its place and stead:

> 1.04 Tenant's Work. Tenant acknowledges that it has inspected the Premises and the Building, in their present condition and accepts the same as suitable for the purpose for which the Premises are leased, and that the Building and other improvements are in good and satisfactory condition. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, except as expressly set forth in this Lease. In the event Tenant desires work or improvements to be performed at the Premises, Landlord will cooperate with Tenant to arrange for the performance of such work, and Tenant acknowledges and agrees that such work shall be performed solely at Tenant's own cost and expense and in accordance with the requirements of this Lease, including Exhibit "C" attached to this Amendment.

Tenant acknowledges and agrees that the Premises shall be leased to Tenant exclusive of any and all furnishings, including any furnishings located at the Premises as of the date of the Lease.

2. Surrender of Premises. In order to reflect Tenant's performance of Tenant's Work (as defined in Exhibit "C" attached hereto), Section 29 of the Lease is hereby deleted in its entirety, the following is substituted in its place and stead:

29. SURRENDER OF PREMISES. Whenever under the terms hereof Landlord is entitled to possession of the Premises, Tenant at once shall surrender the Premises and the keys thereto to Landlord in the same condition as on the date Tenant's possession commenced, natural wear and tear only excepted, and Tenant shall remove all of its property therefrom; and Landlord may forthwith reenter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary without being guilty of forcible entry, detainer, trespass or other tort. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Upon vacating the Premises, Tenant agrees to clean the Premises thoroughly or to pay Landlord for the cleaning necessary to restore the Premises to their condition when Tenant's possession commenced, natural wear and tear excepted, regardless of whether any security deposit has been forfeited. Furthermore, Tenant acknowledges that it has requested Landlord's permission to perform Tenant's Work and further acknowledges that Tenant's Work is not readily adaptable to normal and customary office uses at the Building. Accordingly, Tenant agrees that, to the extent requested by Landlord, Tenant shall remove any improvements described in Tenant's Work and any other physical additions or improvements made by Tenant and shall surrender the Premises to Landlord in the same condition as on the date immediately prior to the commencement of Tenant's Work. If Tenant does not so restore the Premises, Landlord may restore the Premises at Tenant's expense, and Tenant shall promptly reimburse Landlord for the cost therefor. Landlord and Tenant hereby agree that Tenant's obligation to restore the Premises to its condition prior to the commencement of Tenant's Work shall expire and be of no force and effect if (i) Tenant exercises its first Renewal Option and pays all Rent due Landlord hereunder through the end of the fifteenth Lease Year, (ii) Tenant surrenders the Premises at the end of the fifteenth Lease Year in accordance with the first sentence of this Section 29, and (iii) Tenant is not then in breach of its obligations hereunder. In addition, Landlord acknowledges that the immediately subsequent proposed subtenant for the Premises may desire that a portion of Tenant's Work remain at the Premises for such replacement subtenant's intended use; in such case, Landlord shall not require Tenant to remove those portions of Tenant's Work to remain in place for use by the replacement subtenant.

3. Security Deposit. As a consequence of Tenant's election to decline Landlord's offer to finance Tenant's construction of certain improvements at the Premises, the first five sentences of Section 34 of the Lease are hereby deleted, and the following are substituted in their place and stead:

Upon Tenant's execution of this Lease, Tenant shall pay to Landlord an amount equal to the sum of (a) $25,679.00 and (b) $150,000.00 (which sum, as the same may be adjusted pursuant to this Section 34, is hereinafter referred to as the "Security Deposit"), which shall be held by the Landlord during the term of this Lease, or any renewal thereof; for purposes of the Lease, item (a) will sometimes be referred to as the "Rent SD Component", and item (b) will sometimes be referred to as the "Restoration SD Component". Upon the exercise of any Renewal Option, Tenant shall pay to Landlord such additional sums necessary to increase the Rent SD Component of the Security Deposit held by Landlord to an amount equal to one-fourth of the annual Base Rent for the first Lease Year of such Renewal Term. In addition, upon Landlord's notification to Tenant of Landlord's estimate of the cost to remove Tenant's Work at the expiration of the Lease Term (the "Restoration Costs"), Tenant and Landlord shall adjust the amount of the Restoration SD Component of the Security Deposit as necessary so as to be equal to the Restoration Costs. Landlord shall not be permitted to commence Tenant's Work until such additional sums, if any, have been delivered to Landlord. If Tenant exercises the second Renewal Option, on the first day of the sixteenth Lease Year, the Restoration SD Component of the Security Deposit shall be reduced to zero.

4. Tenant's Work. Exhibit "C" attached to the Lease is hereby deleted, and Exhibit "C" attached to this Amendment shall be substituted in its place and stead. In addition, the reference in Section 43 of the Lease to Exhibit "C" is hereby amended to specify that Exhibit "C" is "Tenant's Work".

5. Miscellaneous. Landlord and Tenant ratify and confirm that the Lease, as hereby modified, is in full force and effect. To the extent that any of the provisions of this Amendment conflict with the provisions of the Lease, the provisions of this Amendment shall govern and control. Except where the context otherwise requires, all references in this Amendment to the Lease shall be deemed to include the Lease as modified by this Amendment, and unless otherwise specifically defined to the contrary herein, the capitalized terms used in this Amendment shall have the same definition and meaning used in the Lease. The Lease, as modified this Amendment, constitutes the complete agreement of the parties hereto, and shall supersede any prior written or oral representations or discussions between the parties.

6. Counterparts; Seal. This Amendment may be executed in counterpart and/or with counterparts signature pages, all of which together shall constitute a single agreement. This amendment is made and executed under seal.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

LANDLORD:

AIRIS NEWARK, L.L.C.

By: _____ (SEAL)
Name: John G. Dixon
Title: President & CEO

TENANT:

HEALTH CARE MANAGEMENT & FINANCIAL SERVICES, INC.

By: _____
Thomas D. Kelliher, Jr.
President

(CORPORATE SEAL)

JOHN DELLORSO, M.D., P.C.

By: _____
John Dellorso
President

(CORPORATE SEAL)

Exhibit "C"

Tenant's Work

To induce Landlord and Tenant to enter into the Lease Agreement (to which this Exhibit "C" is attached) and in consideration of the mutual covenants contained in the Lease, Landlord and Tenant agree as follows:

A. As-Is; Alterations. The Premises are delivered to Tenant "as is" without any warranty or representation whatsoever. Tenant shall not make any alterations, additions or improvements in or to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Any alterations, additions or improvement requested by Tenant and approved by Landlord in its reasonable discretion and by Ground Lessor shall be performed in accordance with the terms and conditions set forth in this Exhibit "C".

B. Tenant's Work. All materials, improvements, equipment, and systems required for Tenant's operation of the Premises which are not currently located at the Premises are hereafter called "Tenant Supplied Improvements", and the performance and installation of the Tenant Supplied Improvements is hereafter called "Tenant's Work".

(i) Tenant's Work; Approvals of Landlord and Ground Lessor. Tenant's Work shall be performed at Tenant's own cost and expense, in accordance with and subject to the terms and conditions of this Lease and the Ground Lease, in a workmanlike manner, in compliance with plans and specifications timely submitted to Landlord and Ground Lessor for their review and disapproval or approval, and by a contractor and subcontractors who are subject to Landlord's and Ground Lessor's prior approval. Landlord hereby approves Lexington Construction as the general subcontractor for Tenant's Work described on the preliminary plans described on Schedule "C-1" attached hereto. Tenant's Work shall be performed in a manner so as not to damage the Building or to interfere with the conduct of business by other tenants in the Building and shall be consistent with the plans and specifications approved by Landlord and Ground Lessor. The agreements to be entered into by Tenant for the performance of Tenant's Work shall be in form and substance acceptable to Landlord and Ground Lessor and shall comply with the Ground Lease in all respects. Upon the approval and execution of the agreements for Tenant's Work, Tenant's Work shall thereafter be carried forward with reasonable diligence and without abandonment until completed. In the course of the Tenant's Work, Tenant shall regularly schedule job progress meetings with Landlord or Landlord's designee frequently enough to permit regular monitoring of the progress of construction and to coordinate Landlord's access to the Premises for purposes of inspecting the Premises, to which access Tenant hereby consents and approves. In connection with such monitoring and inspections by Landlord or its designee, Tenant agrees to pay to Landlord or, if requested by Landlord, directly to its designee, a fee for construction management and coordination in the ~~lump sum~~ payable in (2) two installments forty five (45) days apart. amount of $15,000.00. However, the fee will become due when the work is completed a certificate of occupancy issue Such fee, or any installment thereof, shall be due and payable within ten (10) days after receipt of an invoice therefor. Tenant's failure to pay such fee within the foregoing time period shall constitute a default under this Lease.

(ii) Payment and Performance Bonds. Tenant shall promptly provide or cause to be provided with respect to Tenant's Work any and all bonding information requested by

Landlord or Ground Lessor. In addition, prior to the commencement of Tenant's Work, Tenant shall deliver to Landlord payment and performance bonds, on standard AIA forms, including a co-obligee rider, which bonds shall name Landlord as a co-obligee.

(iii) Insurance and Indemnity. Prior to the commencement of Tenant's Work, Tenant shall provide evidence satisfactory to Landlord that the following types of insurance are in effect with respect to Tenant's Work at the Project:

(a) At all times during the period between the commencement of Tenant's Work and the date Tenant's Work is completed and Tenant commences occupancy of and operation from the Premises, Tenant shall maintain or cause to be maintained, casualty insurance in "Builders Risk" form, covering Landlord, Landlord's agents, architects, and Tenant and Tenant's contractors and subcontractors, as their interest may appear, against loss or damage by fire, vandalism, and malicious mischief and other such risks as are customarily covered by the so-called "broad form extended coverage endorsement" upon all the work in place and all materials stored at the Project and all materials, equipment and supplies of all kinds incident to the work and builder's machinery, tools and equipment while on the Project, or when adjacent thereto, all on a completed value basis to the full insurable value at all times. Said Builder's Risk insurance shall contain an express waiver of any right of subrogation by the insurer against Landlord, its agents, employees and contractors;

(b) Liability insurance as required by the Lease and/or Ground Lease; and

(c) Statutory Workers' Compensation as required by the State of New Jersey or the local municipality having jurisdiction.

All insurance policies procured and maintained pursuant to this Paragraph shall name Landlord and Ground Lessor as additional insured, shall be carried with companies licensed to do business in the State of New Jersey reasonably satisfactory to Landlord and shall be non-cancelable except after twenty (20) days written notice to Landlord. Such policies or duly executed certificates of insurance with respect thereto shall be delivered to Landlord before the commencement of Tenant's Work, and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of each respective policy term. Tenant shall indemnify and hold harmless Landlord, and any of Landlord's contractors, agents and employees from and against any and all losses, damages, costs (including costs of suits and attorneys' fees), liabilities, or causes of action arising out of or relating to the performance of Tenant's Work with respect to the Project.

(iv) No Liens. Tenant and all persons dealing with Tenant with respect to any Tenant's Work or Tenant Supplied Improvements are hereby put on notice that Tenant shall have no power or authority to cause or attempt to cause any lien of any kind or character to attach against the Project, or any part thereof, or the real property on which the Project is situated, or any interest therein, on account of such labor, material and improvements. If any person, firm or corporation who shall furnish any labor and/or materials for Tenant's Work shall claim or assert any lien against the Building, the Project, or any part thereof, or the real property on which the Project is situated, or any interest therein, it shall be the obligation of Tenant and Tenant agrees to promptly cause such claimed or asserted lien to be fully released or bonded over and shall

indemnify and hold harmless Landlord and Ground Lessor, and Landlord's and Ground Lessor's officers, agents, employees from and against all claims and demands of third persons arising or alleged to arise in whole or in part out of the performance of the construction and installation of all such Tenant Supplied Improvements and additions. In addition, as a condition to Landlord's approval of the agreements for Tenant's Work as required by subsection (i) above, each such agreement shall contain the following provision:

> Contractor hereby agrees that none of Health Care Management & Financial Services, Inc. or John Dellorso, M.D., P.C. (collectively, "Tenant") or any party claiming by or through Tenant (including Contractor, its subcontractors and/or suppliers) shall have any power or authority to cause or attempt to cause any lien of any kind or character to attach against the Project, or any part thereof, or the real property on which the Project is situated, or any interest therein, on account of any labor, material and/or improvements provided hereunder. Contractor hereby waives, on behalf of itself and its subcontractors and suppliers, any and all liens or claims of lien or any right against Airis Newark, L.L.C., the Port Authority of New York and New Jersey or the Project and agrees to look solely to Tenant for the payment of any sums due hereunder. Contractor hereby agrees that the foregoing covenants and waiver of lien shall be included in all agreements with its subcontractors or material suppliers relating to Tenant's Work.

(v) Prior to and as a condition of Tenant's right to commence business at the Premises, Tenant shall deliver the following items to Landlord:

(a) Two (2) sets of as-built mechanical, electrical, plumbing and structural (if applicable) as-built drawings;

(b) Test and balance reports (if applicable);

(c) Copy of certificate of occupancy;

(d) Final lien waivers from Tenant's general contractor and subcontractors; and

(e) Letter certifying that the fire alarm as well as any fail safe security systems (if applicable) have been tested.

C. Landlord's Approvals. Any approval by Landlord of, or consent by Landlord to, any plans, specifications or other items to be submitted to and/or reviewed by Landlord pursuant to this Lease shall be deemed to be strictly limited to an acknowledgment of approval or consent by Landlord thereto, and such approval or consent shall not constitute the assumption by Landlord of any responsibility for the accuracy, sufficiency or feasibility of any plans, specifications or other such items and shall not imply any acknowledgment, representation or warranty by Landlord that the design is safe, feasible, structurally sound or will comply with any legal or governmental requirements.

Schedule "C-1"

Description of Preliminary Plans

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 21st day of FEBRUARY, ~~2001~~ 2002, before me, the subscriber, a notary public of New York, personally appeared FRANCIS A. DiMOLA the Asst. Director, Avia. Dept. of **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and ~~deed~~ of such corporation, made by virtue of the authority of its Board of Commissioners.

Peggy M. Spinelli
(notarial seal and stamp)

PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP6057870
Qualified in New York County
Commission Expires April 30, 2003

PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP6057870
Qualified in New York County
Commission Expires April 30, 2003

STATE OF Georgia)
) ss.
COUNTY OF DeKalb)

On this 4 day of September, 2001, before me, the subscriber, a Notary Public, personally appeared John G. Dixon the _____ President of **AIRIS NEWARK, L.L.C.** who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Edith C. Ker
(notarial seal and stamp)
Notary Public, Gwinnett County, Georgia
My Commission Expires April 2, 2004

STATE OF NY)
) ss.
COUNTY OF NASSAU)

On this 23 day of October, 2001, before me, the subscriber, a Notary Public, personally appeared Thomas Kezlarian the _____ President of **HEALTH CARE MANAGEMENT & FINANCIAL SERVICES, INC.** who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

DON LANCE HOCHLER
NOTARY PUBLIC, State of New York
No. 02HO4757866
Qualified in Nassau County
Commission Expires October 31, 2002

(notarial seal and stamp)

STATE OF New York)
) ss.
COUNTY OF Nassau)

On this 24 day of October, 2001, before me, the subscriber, a NOTARY PUBLIC personally appeared John Dellorso the _____ President of **JOHN DELLORSO, M.D., P.C.** who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Regina Movsesyan
(notarial seal and stamp)

REGINA MOVSESYAN
Notary Public, State of New York
No. 02MO6011039
Qualified in Nassau County
Commission Expires July 27, 2002

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE LESSEE, SUBLESSEE AND SUB-SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Lease No. ANA-884
Newark Liberty International Airport

CONSENT TO SUB-SUBLEASE AGREEMENT

THIS CONSENT AGREEMENT, dated as of ~~March 1, 2004~~ November 26, 2005 (the "Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority"), **AERO NEWARK, LLC** (hereinafter called the "Lessee"), **VIRGIN ATLANTIC AIRWAYS, LTD.** (hereinafter called the "Sublessee"), and **WORLDWIDE FLIGHT SERVICES, INC.**, a Delaware corporation having an office at 1925 W. John Carpenter Freeway, Suite 450, Irving, Texas 75063 (hereinafter called the "Sub-Sublessee"), whose representative is Oliver Bijaoui, its President,

WITNESSETH, That:

WHEREAS, the Port Authority leased to Airis Newark, L.L.C. (hereinafter called "Airis") and Airis hired and took from the Port Authority certain premises (hereinafter called the "Premises") at Newark Liberty International Airport (hereinafter called the "Airport") as described in a certain agreement of lease made effective and dated as of July 1, 1996, and identified by Port Authority Lease No. ANA-884 (said agreement of lease, as the same may have heretofore been, or may hereafter be, supplemented and amended, being hereinafter called the "Lease"); and

WHEREAS, under the terms of said Lease, the Port Authority consented to the Sub-Lease Agreement by and between Airis and the Sublessee dated June, 1996 (hereinafter called the "Sublease"), the subject of which is the sublease of a portion of the Premises to the Sublessee from Airis; and

WHEREAS, Airis assigned the Lease to the Lessee pursuant to that certain Assignment and Assumption of Lease Agreement and Consent Agreement, dated as of April 29, 2005, with the consent of the Port Authority;

WHEREAS, the Lessee and the Sublessee have requested the consent of the Port Authority to the attached proposed consent to license agreement (hereinafter called the "Sub-sublease") between Airis, the Sublessee and the Sub-Lessee dated March of 2005;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee, the Sublessee and the Sub-sublessee hereby agree as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sub-sublease.

2. Notwithstanding any provision of the Sub-sublease to the contrary, both this Consent Agreement and the Sub-sublease shall terminate, without notice to the Lessee, the Sublessee or the Sub-sublessee, on the earlier to occur of the day preceding the date of expiration or earlier termination of the Lease or the Sub-sublease, or such earlier date for the expiration or termination of the Sub-sublease as the Lessee and the Sub-sublessee may agree upon. The Sub-sublessee shall quit the Premises and remove its property for which it is responsible therefrom on or before termination of the Sub-sublease.

3. If the Lessee shall at any time be in default under the Lease, the Sub-sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent Agreement, but all such payments shall be credited against the obligations of the Lessee or of the Sub-sublessee as the Port Authority may determine for each payment or part thereof.

4. (a) Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring any rights, powers or privileges to the Sub-sublessee as may be provided by the Sub-sublease if not granted to the Lessee under the Lease, nor shall they impair or affect any of the duties, liabilities and obligations imposed on the Lessee under the Lease. The Sub-sublease is an agreement among the Lessee, the Sublessee and the Sub-sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the Sub-sublease shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. It is the intention of the Port Authority hereunder merely to permit the exercise of the Lessee's rights and privileges thereunder by the Sub-sublessee (to the extent permitted by the Lease and this Consent Agreement). The specific mention of or reference to the Port Authority in any part of the Sub-sublease, including without limitation thereto any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sub-sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall in all respects be controlling, effective and determinative.

(b) No provisions of the Sub-sublease, including but not limited to those imposing obligations on the Sub-sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could

or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sub-sublease covering action which may be undertaken by the Lessee or the Sub-sublessee including but not limited to those involving signs, construction, insurance, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this Consent Agreement to specific matters and provisions as contained in the Sub-sublease shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the Sub-sublease which are not specifically referred to herein.

(c) With respect to this Consent Agreement, the Lessee and the Sub-sublessee understand and agree that although the Lessee is permitted under the Lease to perform services and functions for itself, the Lessee may not and is expressly prohibited from performing any services or functions at the Airport for the Sub-sublessee (even though the Lessee may perform the same for itself pursuant to the Lease) which are performed by organizations at the Airport authorized by permit from the Port Authority to perform such services or functions, unless the Lessee is specifically authorized by permit to perform such services or functions for other aircraft operators at the Airport and the Premises and in such event said services and functions shall be performed pursuant thereto. The Lessee, however, may make the necessary arrangements with the authorized organizations performing such services or functions at the Airport to have such services or functions performed for the Sub-sublessee by such organizations or the Sub-sublessee may perform such services and functions itself.

5. The Sub-sublessee, in its operations under and in connection with the Sub-sublease and its use and/or occupancy of the Premises, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Lease to the extent that such obligations relate to the portion of the Premises covered by the Sub-sublease.

6. Without in any wise affecting the obligations of the Lessee under the Lease and under this Consent Agreement and notwithstanding the terms and provisions of the Sub-sublease (but without limiting the rights and duties of the Lessee and the Sub-sublessee as between themselves), the parties agree as follows:

(a) With respect to the sublet Premises, the Sub-sublessee shall make repairs and replacements as if it were the Lessee under the Lease. In addition, the Sub-sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority for their costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent Agreement by the Sub-sublessee or out of its operations under the Sub-sublease or at the Premises, or out of the use of the Premises by the Sub-sublessee or by others with its consent, or out of any other acts or omissions of the Sub-sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Sub-sublessee at the Premises, or out of any other acts or omissions of the Sub-sublessee, its officers and employees at the Airport, including claims and demands of the City of Newark from which the Port Authority derives its right in the Airport, for indemnification, arising by operation of law or pursuant to the

Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of Newark against claims. However, all acts and omissions of the Sub-sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sub-sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. This Consent Agreement may be revoked at any time by the Port Authority without cause on sixty (60) days' notice to the Lessee and the Sub-sublessee and no such revocation shall be deemed to affect the Lease or the continuance thereof, but the Sub-sublease shall be deemed terminated thereby.

8. The granting of this Consent Agreement by the Port Authority shall not be deemed to operate as a waiver of the rights of the Port Authority, or as a consent to any subsequent sublease agreement (by the Lessee or by the Sub-sublessee) or to any assignment of the Lease or to any assignment of the Sub-sublease or of any rights under any of the foregoing, whether in whole or in part.

9. Reference herein to the "Lessee", the "Sublessee" or the "Sub-sublessee" shall mean and include as to the Lessee, the Sublessee and the Sub-sublessee, their respective officers, agents, employees and also others at the Premises or the Airport with the consent of either the Lessee, the Sublessee or the Sub-sublessee.

10. The Lessee hereby represents to the Port Authority that the Lessee has complied with and will comply with, and the Sub-sublessee hereby represents to the Port Authority that the Sub-sublessee hereby represents that the Sub-sublessee has complied with and will comply with, all laws, governmental rules, regulations and orders now or at any time during the term of the Sub-sublease which as a matter of law are applicable to or that affect, respectively, the operations of the Lessee and the Sub-sublessee, under the Lease or the Sub-sublease, or its or their use and/or occupancy of the Premises. The obligation of the Lessee and the Sub-sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

13. The Sub-sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sub-sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sub-sublessee assures that it will require that its covered suborganizations provide assurances to the Sub-sublessee that they similarly will undertake

affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

14. Nothing contained in this Consent Agreement or the Sub-sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises including without limitation the installation of any signs at the Airport. The Lessee and Sub-sublessee agree that no construction or installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Lease and of the Sub-sublease and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority.

15. (a) (1) "Sub-sublease Payments" shall include all amounts, monies, revenues, receipts and income of every kind paid or payable to the Lessee and/or the Sublessee, as the case may be, by the Sub-sublessee.

(2) Effective as of ~~August 1, 2005~~ November 26, 2005, the Lessee, the Sublessee and the Sub-sublessee as a joint and several obligation shall pay to the Port Authority a fee (hereinafter called the "Consent Fee") at the times set forth in and in accordance with subparagraph (3) below.

(3) Subject to the provisions of Section 17 of this Consent Agreement, during the period this Consent Agreement shall remain in effect, the Lessee, the Sublessee and the Sub-sublessee, as a joint and several obligation, shall pay the Port Authority the greater of MAF or Revised MFA (as hereinafter defined) as set forth in subparagraphs (aa) and (bb) below:

(aa) A Minimum Annual Fee (hereinafter "MAF") in the amount of Sixty Thousand Five Hundred Ninety-five Dollars and No Cents ($60,595.00) payable in advance in equal monthly installments in the amount of Five Thousand Forty-nine Dollars and Fifty-eight Cents ($5,049.58) on ~~August 1, 2005~~ November 26, 2005 and on the first day of each and every calendar month thereafter during the period this Consent Agreement is in effect. Payments made hereunder shall be made to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, Pennsylvania 19195-1517, or made via the following wire transfer instructions: Bank: Commerce Bank; Bank ABA Number: 026013673; Account Number: 5950011618; or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Lessee, the Sublessee and the Sub-sublessee. If this Consent Agreement is terminated prior to the expiration date of the Consent Agreement then the MAF shall be paid in full upon termination. The MAF is an annual fee and shall not be prorated on a monthly or daily basis.

(bb) Subject to the provisions of Section 17 hereof, the Sub-sublessee shall render to the Port Authority on or before ~~August 15, 2006~~ December 15, 2006, a sworn statement by a responsible fiscal or executive officer of the Sub-sublessee showing an analysis of the following:

(1) The Total Cargo Tonnage ("TCT") amount handled by the Sub-sublessee in the Premises from ~~August 1, 2005~~ December 1, 2005 through ~~July 31, 2006~~ November 30, 2006, both dates inclusive.

(2) The TCT amount from (1) above multiplied by .052, and the product of such equation subtracted from the TCT amount from (1) above, the sum of which shall be called the "Revised TCT"

(3) The Revised TCT amount multiplied by ten percent (10%). The sum of such equation shall be called the "Revised MAF".

If the Revised MAF is greater than the MAF then, the Revised MAF shall be substituted for the MAF and be payable in advance ~~on September 1, 2006~~ January 1, 2007 and on the first day of each and every calendar month thereafter during the remainder period this Consent Agreement is in effect. Payments made hereunder shall be made to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, Pennsylvania 19195-1517, or made via the following wire transfer instructions: Bank: Commerce Bank; Bank ABA Number: . Account Number: 5950011618; or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Lessee, the Sublessee and the Sub-sublessee. If this Consent Agreement is terminated prior to the expiration date of the Consent Agreement then the MAF or the Revised MAF, as applicable, shall be paid in full upon termination. The MAF or the Revised MAF, as applicable, is an annual fee and shall not be prorated on a monthly or daily basis.

(4) There shall be excluded from Sub-sublease Payments any sum paid by the Sub-sublessee to the Lessee for building janitorial services and security guard services provided said sum is separately stated to and paid by the Sub-sublessee and there shall be excluded from Sub-sublease Payments any sum paid by the Sub-sublessee to the Lessee for building maintenance services and security guard services provided said sum is separately stated to and paid by the Sub-sublessee and, provided further, the Sub-sublessee and the Lessee each acknowledge and agree that the Port Authority does and shall continue to have the right at any time and from time to time to withdraw the foregoing exclusions from Sub-sublease Payments, in whole or in part, or to establish a separate fee for each such service, which may be a percentage fee other than ten percent (10%), upon sixty (60) days' prior written notice to the Sub-sublessee, the Sublessee and the Lessee.

(5) (i) It is understood and agreed by the Lessee that the Consent Fee shall be additional rent under the Lease.

(ii) The obligation of the Sub-sublessee to pay the Consent Fee shall be and be deemed a promise to pay a sum of money by the Sub-sublessee to the Port Authority and shall be recoverable by the Port Authority from the Sub-sublessee in the same manner and with like remedies as a sum of money owed to the Port Authority, provided, however, nothing herein shall preclude the Port Authority from joining the Sub-sublessee in a summary proceeding against the Lessee.

(6) In connection with the payment of the Consent Fee hereunder, the Lessee, the Sublessee and the Sub-sublessee shall each, from and after the Effective Date through the remainder of the time this Consent Agreement shall remain in effect, maintain in accordance with accepted accounting practice, for one (1) year after expiration or earlier termination thereof, and for a further period extending until the Lessee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions in any wise connected with the Sub-sublease and the Sub-sublessee's use and occupancy of the Premises, which records and books of account shall be kept at all times within the Port of New York District. Further the Lessee, the

Sublessee and the Sub-sublessee shall each permit in ordinary business hours during the time the Sub-sublease shall remain in effect, and for one year thereafter, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account.

(7) Neither a partnership nor any joint adventure is hereby created or implied notwithstanding the fact that the Consent Fee to be paid hereunder is an obligation of the Sub-sublessee, the Sublessee and the Lessee and shall be determined based upon a percentage of the Sub-sublease Payments.

(8) The Lessee, the Sublessee or the Sub-sublessee shall not divert or shall not allow to be diverted from payment under the Sub-sublease any revenues arising out of or in connection with the Sub-sublease or the Sub-sublessee's use and occupancy of the Premises.

(b) Nothing contained herein including without limitation the obligation of the Sub-sublessee to pay the Consent Fee nor the payment thereof by the Sub-sublessee nor the acceptance thereof by the Port Authority shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sub-sublessee nor shall be or be deemed to be an attornment by the Sub-sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sub-sublease and the occupancy by the Sub-sublessee of the Premises shall in all events be and remain subject and subordinate to the Lease.

(c) If the Lessee, Sublessee or Sub-sublessee have not rendered the aforesaid Consent Fee as set forth herein as of the time of execution of this Consent Agreement, and without the generality of any other term or provision hereof, the Lessee, Sublessee and Sub-sublessee shall submit the Consent Fee payable for the period from the Effective Date, to the time of delivery of this Consent Agreement to the Port Authority executed by the Lessee, Sublessee and Sub-sublessee.

16. If the Lessee, the Sublessee or the Sub-sublessee should fail to pay any amount required under this Consent Agreement when due to the Port Authority, including without limitation any payment of the Consent Fee, or any other fees, or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described) during the entirety of which such amounts remain unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to affect, alter, modify or diminish in any way (i) any

rights of the Port Authority under this Consent Agreement, including without limitation the Port Authority's rights set forth in paragraph 8 hereof or (ii) any obligations of the Lessee, the Sublessee or the Sub-sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

17. The Consent Fee payable under this Consent Agreement shall be subject to a one time only adjustment, and as set forth in Section 15 herein, and upon thirty (30) days' notice from the Port Authority to the Lessee, the Sublessee and the Sub-sublessee and upon the effective date of the increase set forth in said notice (which date is herein called the "Fee Increase Date"), the Consent Fee payable by the Lessee, the Sublessee and the Sub-sublessee under this Consent Agreement shall be either the current MAF or the Revised MAF, whichever is greater, as set forth in said notice. This Consent Agreement shall be cancelled and the Sub-sublease shall be terminated effective as of the date immediately preceding the Fee Increase Date without notice to the Lessee, the Sublessee or the Sub-sublessee in the event that either (1) the Port Authority shall have received a notice from the Lessee prior to the Fee Increase Date that the Lessee does not wish to pay the increased Consent Fee, or (2) the Port Authority shall have received a notice from the Sublessee prior to the Fee Increase Date that the Sublessee does not wish to pay the increased Consent Fee, or (3) the Port Authority shall have received a notice from the Sub-sublessee prior to the Fee Increase Date that the Sub-sublessee does not wish to pay the increased Consent Fee. If the Port Authority does not receive such a notice from the Lessee, the Sublessee or the Sub-sublessee, then the increased Consent Fee will become effective on the Fee Increase Date as set forth in the Port Authority's notice. No cancellation of this Consent Agreement pursuant to this paragraph shall or shall be construed to relieve the Lessee, the Sublessee or the Sub-sublessee of any obligations or liabilities hereunder which shall have accrued on or before the effective date of such cancellation.

18. (a) In addition to the insurance required to be maintained by the Lessee under the Lease, the Sub-sublessee during the period the Sub-sublease shall remain in effect shall in its own name as insured and including the Port Authority, the Lessee and the Sublessee as additional insureds obtain, maintain and pay the premiums on a policy or policies of Commercial General Liability Insurance, including but not limited to premises-operations and completed operations, covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, Commercial Automobile Liability Insurance covering owned, non-owned and hired autos, and Warehouse Legal Liability Insurance providing for the coverage in the limits set forth below. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sub-sublessee thereunder with respect to any claim or action against the Sub-sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sub-sublessee by the Port Authority, the Lessee or the Sublessee, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority, the Lessee and the Sublessee as additional insureds. In addition, the insurance required hereunder shall provide or contain an endorsement providing that the protections afforded the Port Authority, the Lessee or the Sublessee thereunder as additional insureds with respect to any claim or action against the Port Authority or the Lessee and/or the Sublessee, by the Sub-sublessee shall be the same as the protections afforded the Sub-sublessee thereunder with respect to any claim or action against the Sub-sublessee by a third person as if the Port Authority, the Lessee and the Sublessee were the named insureds thereunder. Further, the said

policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sub-sublessee under paragraph 6 hereof.

	Minimum Limit
Commercial General Liability: Combined single limit per occurrence for death, bodily injury and property damage liability	$100,000,000.00
Commercial Automobile Liability: Combined single limit per occurrence for death, bodily injury and property damage liability:	$ 25,000,000
Warehouse Legal Liability	$ 5,000,000

(b) Without limiting the provisions hereof, in the event the Sublessee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all the terms and provisions hereof.

(c) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period the Sub-sublease remains in effect. The Port Authority at any such time may make additions, deletions, amendments to or modifications of the above insurance requirements, including an increase in such minimum limits, and may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem advisable and the Sub-sublessee shall promptly comply therewith.

(d) As to the insurance required by the provisions of this paragraph, a certified copy of the policies or a certificate or certificates or binders satisfactory to the Port Authority evidencing the existence thereof, shall be delivered by the Lessee to the Port Authority upon delivery of this Consent Agreement to the Port Authority. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement, unqualifiedly committing the insurer not to cancel, terminate, change or modify the policy without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Any renewal policy shall be delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of this Consent Agreement. The aforesaid insurance shall be written by a company or companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of

the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Sub-sublessee shall promptly obtain a new and satisfactory policy in replacement thereof. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

19. The Sub-sublease shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by any party hereto shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Said designated officer or representative of the Port Authority and the Sub-sublessee, and their respective offices, shall be as set forth in the Sub-sublease. The Sub-sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sub-sublessee designates the representative named on the first page of this Consent Agreement as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent Agreement as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. This Consent Agreement may be executed in counterparts.

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22. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee, the Sublessee or the Sub-sublessee under any term or provision of this Consent Agreement or because of its execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Lessee, the Sublessee and the Sub-sublessee have executed these presents.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Manager, Properties and Commercial Development

(Title)

(Seal)

ATTEST:

Asst Secretary

AERO NEWARK, LLC, Lessee

By

(Title) Vice President

ATTEST:

Secretary

VIRGIN ATLANTIC AIRWAYS LIMITED, Sublessee

By

(Title)

ATTEST:

Asst. Secretary

WORLDWIDE FREIGHT SERVICES, INC., Sub-sublessee

By Patrick Prendergast

(Title) Exec. Vice President and CFO

(Corporate Seal)

APPROVED:
FORM | TERMS

LANDLORD'S CONSENT TO LICENSE

AIRIS NEWARK, L.L.C., a Georgia limited liability company having an office at One Riverway, Suite 1630, Houston, Texas 77056 (hereinafter called **"Landlord"**), hereby consents (the "**Consent**") to the license by VIRGIN ATLANTIC AIRWAYS, LTD., a United Kingdom corporation having an office at 1983 Marcus Avenue, Suite 100, Lake Success, New York 11042 Attn: Joaquin Fiol, Senior Vice President, Cargo – North America (hereinafter called "**Tenant**"), to WORLDWIDE FLIGHT SERVICES, INC., a Delaware corporation, having an office at 1925 W. John Carpenter Freeway, Suite 450, Irving, Texas 75063 Attn: Loyd Earley, Senior Attorney (hereinafter called "**Licensee**") to use the premises (the "**Premises**") located at Newark International Airport and demised to Tenant pursuant to that certain Sub-Lease Agreement between Landlord and Tenant dated as of June, 1996, as amended by First Amendment to Sub-Lease Agreement dated December, 1997 (as amended, the "**Sub-Lease**"), such license being for the sole purpose of performing certain cargo handling operations in accordance with the License Agreement referred to below and this Consent being subject to and upon the following terms and conditions, to each of which Tenant and Licensee expressly agree:

1. Neither the giving of this Consent nor anything contained herein or in the License Agreement executed by Tenant and Licensee, a true and complete copy of which is annexed hereto as Exhibit A (the "**License Agreement**") shall be construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions, obligations or conditions contained in the Sub-Lease (except as herein expressly provided), or to waive any breach thereof, or any rights of Landlord against any person, firm, association or corporation liable or responsible for the performance thereof, or to increase the obligations or diminish the rights of Landlord under the Sub-Lease, or to increase the rights or diminish the obligations of Tenant thereunder, or to, in any way, be construed as giving Licensee any greater rights than the Tenant named in the Sub-Lease would be entitled to.

2. Unless expressly provided to the contrary in the Sub-Lease, the giving of this Consent shall not be construed either as a consent by Landlord to, or as permitting, any other subletting, licensing or sub-licensing of the Premises, whether in whole or in part, or any assignment of the Sub-Lease, or as a waiver of the requirement of obtaining Landlord's consent thereto; and notwithstanding anything to the contrary contained in the Sub-Lease, unless expressly provided to the contrary therein, Licensee shall not, without the prior written consent of Landlord in each instance assign its interest in the License Agreement or this Consent or sub-license its interest in the License Agreement, the Premises or any part thereof.

3. Licensee acknowledges and agrees that Landlord shall have no liability to perform any work in the Premises, or pay any amount of money, to prepare the same for use by Licensee or otherwise.

4. Licensee, for Licensee and its successors and assigns, hereby (a) accepts the licensing of the portion of the Premises described in the License Agreement, (b) recognizes all of the covenants, agreements, terms, provisions, obligations and conditions contained in the Sub-

Lease, and (c) agrees, notwithstanding any provisions of the License Agreement to the contrary, not to take any action or omit to take any action that would constitute a breach or violation of any covenant, agreement, term, provision, obligation or condition set forth in the Sub-Lease on the part of Tenant to be kept, observed and performed accruing after the effective date of the License Agreement with respect to the Premises.

5. Tenant shall be and remain liable and responsible, at all times during the term of the Lease (a) for the payment of rent, additional rent, damages and all other sums now and hereafter payable thereunder, expressly including as such (but not limited to) adjustments of rent, and any and all charges for any additional electric energy, property, material, labor, utility or other similar or dissimilar services or materials rendered or supplied or furnished by Landlord in, to, or in connection with, the Premises or any part thereof, if any, and (b) for the performance of all of the covenants, agreements, terms, provisions, obligations and conditions of the Lease on the part and on behalf of Tenant to be kept, performed and observed whether accruing before or after the effective date of the License Agreement.

6. The giving of this Consent shall not be deemed or serve to release Tenant named in the Sub-Lease or any successor in interest to Tenant from any liability, obligation or duty which Tenant or such successor in interest may have.

7. The giving of this Consent shall not result in any liability on the part of Landlord for the payment of any commissions or fees in connection with the proposed license transaction herein contemplated by Tenant and Licensee; Tenant and Licensee hereby covenant and agree that Landlord is not and will not be responsible for the payment of any commissions or fees in connection with the aforesaid License Agreement transaction and they each agree to indemnify and hold Landlord harmless from and against any claims, liability, losses or expenses, including attorneys' fees and court costs, incurred by Landlord in connection with any claims for a commission or fee by any broker, agent or finder in connection with said assignment transaction.

8. Tenant and Licensee hereby represent, covenant and warrant to Landlord that Tenant and Licensee have made full disclosure to the Port Authority of New York and New Jersey ("PANYNJ") of the terms, conditions and consideration paid in connection with the License Agreement and the Asset Purchase Agreement, Ground Handling Agreement, and Service Level Agreement referenced therein, sufficient to enable the PANYNJ to accurately calculate the Port Authority Fee.

9. Tenant and Licensee hereby agree that (a) an executed original or duplicate original of the License Agreement is annexed hereto as Exhibit A; (b) Landlord is not a party to the License Agreement and is not bound by the provisions thereof, and recognize that accordingly Landlord has not, and will not, review or pass upon any of the provisions of the License Agreement; (c) the License Agreement will not be modified or amended in any way without the prior written consent of Landlord; (d) the License Agreement is in all respects subject and subordinate to the Sub-Lease; and (e) they have delivered to Landlord true and complete copies of the Asset Purchase Agreement, Ground Handling Agreement and Service Level Agreement referenced in the License Agreement and all amendments thereto.

10. In addition to Tenant's obligation under the Sub-Lease, Licensee agrees, during the entire License Period, to secure and maintain, at Licensee's sole cost and expense, all such policies of insurance required to be carried by Licensee under the License Agreement, and Licensee shall provide Landlord certificates of insurance required under Section 6 of the License Agreement.

11. In the event of any conflict between the provisions of (i) the Sub-Lease or this Consent and (ii) the License Agreement such that compliance with the provisions of the Sub-Lease would result in a breach or violation of the terms of the Sub-Lease or this Consent, then the provisions of the Sub-Lease or this Consent shall prevail unaffected by the provisions of the License Agreement. In the event of any conflict between the provisions of this Consent and the provisions of the Sub-Lease, the provisions of this Consent shall prevail.

12. This Consent may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any change is sought.

13. This Consent shall not be binding upon Landlord unless and until it is signed by Landlord.

14. This Consent may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same agreement.

15. This Consent shall inure to the benefit of and be binding upon Landlord, Tenant and Licensee and their respective successors and assigns.

16. In case any provision of this Consent shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. This Agreement may be executed in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

18. Notwithstanding any other provisions herein to the contrary, this Consent shall be effective only upon the delivery of a written consent of the PANYNJ, to the License Agreement (the "PANYNJ Consent"), which does not impose any additional liability or obligation on any party hereto in excess of the Port Authority Fee described in Section 22 of the License Agreement. Tenant and Licensee hereby acknowledge and agree that, upon the satisfaction to the conditions to the effectiveness of the License Agreement contained in Section 21 of the License Agreement, (a) Tenant and Licensee shall be responsible for the payment of the Port Authority Fee, (b) failure of Tenant and Licensee to make annual payment of the Port Authority Fee to the PANYNJ constitutes a default under the terms of the Sub-Lease, and (c) Tenant acknowledges and agrees that its indemnification of Landlord, as provided in Section 7.01 of the Sub-Lease, includes the Port Authority Fee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby have caused these presents to be duly executed as of the ___ day of March, 2005.

LANDLORD:

AIRIS NEWARK, L.L.C.

By:_____
Name: RONALD D. FACTOR
Title: MANAGER

TENANT:

VIRGIN ATLANTIC AIRWAYS LIMITED

By:_____
Name:
Title:

LICENSEE:

WORLDWIDE FLIGHT SERVICES, INC.

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereby have caused these presents to be duly executed as of the ___ day of March, 2005.

LANDLORD:

AIRIS NEWARK, L.L.C.

By:_____
Name:
Title:

TENANT:

VIRGIN ATLANTIC AIRWAYS LIMITED

By:_____
Name: Joaquin Fiol
Title: Senior Vice President Cargo, North America

LICENSEE:

WORLDWIDE FLIGHT SERVICES, INC.

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereby have caused these presents to be duly executed as of the ___ day of March, 2005.

LANDLORD:

AIRIS NEWARK, L.L.C.

By:_____
Name:
Title:

TENANT:

VIRGIN ATLANTIC AIRWAYS LIMITED

By:_____
Name:
Title:

LICENSEE:

WORLDWIDE FLIGHT SERVICES, INC.

By:_____ 03/08/2005
Name: Patrick Prizan
Title: Exec. VP & CFO

EXHIBIT A

License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2005, by and between VIRGIN ATLANTIC AIRWAYS LIMITED, a corporation organized under the laws of the United Kingdom ("VAAL") and WORLDWIDE FLIGHT SERVICES, INC., a Delaware corporation ("Worldwide").

WITNESSETH:

WHEREAS, on or about _____, 2005, VAAL and Worldwide entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") pursuant to which VAAL has agreed, among other things, to sell, and Worldwide has agreed to purchase substantially all of VAAL's cargo handling operations; and

WHEREAS, VAAL subleases certain building space and exterior area (collectively, the "Premises") containing (i) approximately 44,020 rentable square feet of cargo operations space, (ii) approximately 12,142 square feet of building rentable floor area of administrative space, (iii) approximately 30,784 square feet of outdoor ground service equipment ("GSE") area and (iv) approximately 21,025 square feet of outdoor "GSE or Airport Apron Area" located at Newark International Airport (the "Airport") (all as more particularly described on Exhibit A attached hereto and incorporated herein by reference) from AIRIS Newark L.L.C. ("AIRIS") pursuant to a Sub-Lease Agreement dated June, 1996, as amended by that certain First Amendment to Sub-Lease Agreement dated December, 1997 (as from time to time amended, the "Sub-Lease), a copy of which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, AIRIS leases certain space at the Airport, including but not limited to, the Premises from The Port Authority of New York and New Jersey (the "Port Authority") pursuant to that certain Ground Lease dated August 9, 1996 (as from time to time amended, the "Ground Lease"); and

WHEREAS, Worldwide is desirous of entering onto the Premises for the sole purpose of performing certain cargo handling operations; and

WHEREAS, VAAL desires to grant to Worldwide a license to enter onto the Premises for said purpose, and only for said purpose, upon the following terms and conditions; and

WHEREAS, AIRIS and the Port Authority are hereby consenting to the license to Worldwide granted pursuant to this Agreement; and

WHEREAS, in connection with the Asset Purchase Agreement, VAAL and Worldwide will enter into a Ground Handling Agreement related to Worldwide's provision of certain ground handling services for VAAL at the Airport, as more particularly described therein (the "Ground Handling Agreement"); and

WHEREAS, in connection with the Asset Purchase Agreement, VAAL and Worldwide will also enter into a Service Level Agreement related to Worldwide's provision of certain services to VAAL at the Airport; and

WHEREAS, words and phrases having defined meanings in the Sub-Lease shall have the same respective meanings when used herein unless otherwise expressly defined herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth in the Asset Purchase Agreement, the Ground Handling Agreement and the Service Level Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VAAL and Worldwide agree as follows:

1. License. VAAL hereby grants to Worldwide an exclusive license (the "License") to enter upon the Premises, subject to the rights of the subtenants under the agreements set forth on Schedule 1 attached hereto, for a period commencing upon the closing date under the Asset Purchase Agreement (the "Effective Date") and continuing until the termination of the Sub-Lease (said period hereinafter referred to as the "License Period"), which License shall be subject to revocation by VAAL pursuant to the terms of Section 9 hereof. This License shall be for the limited purpose of (a) conducting cargo handling services from the Premises to Worldwide's cargo handling customers and (b) fulfilling Worldwide's covenants and obligations hereunder and for no other purpose whatsoever. Worldwide shall perform its cargo handling operations from the Premises during normal operating hours in strict accordance with the terms and provisions of the Sub-Lease.

2. Condition and Use. Worldwide acknowledges that VAAL has made no representation, and that it has given no warranty, to Worldwide in respect of the condition of the Premises or in respect of the fitness thereof for Worldwide's intended uses or the quality or manner of any services provided or to be provided by AIRIS under the Sub-Lease. AIRIS, at the request of Sublessor and Sublessee, prepared an audit of the physical condition of the Premises, a copy of which is attached hereto as Exhibit C and incorporated herein by reference (the "Property Audit"), which Property Audit reflects that the Premises is in material compliance with the terms of the Sub-Lease except for the repairs, alterations, installations or other improvements of, on or about the Premises, if any, set forth on Exhibit D attached hereto and incorporated herein by reference (collectively, the "Corrections"), which shall be completed by VAAL, at its sole cost and expense, on or before the Effective Date. In the event AIRIS passes on any cost or expense associated with the Property Audit to VAAL, Worldwide hereby agrees to reimburse VAAL for fifty percent (50%) of any such costs and expenses. Worldwide further acknowledges that (a) Worldwide accepts the Premises from VAAL, subject only to the Corrections, (b) VAAL shall not be required to perform or pay for any alterations, installations or other improvements of, on or about the Premises for Worldwide's benefit (except for the Corrections or as otherwise expressly herein provided), and (c) Worldwide accepts the Premises from VAAL in its present condition, "as is" and with all faults except for the Corrections. Worldwide represents that it has thoroughly examined the Premises.

3. Improvements. Worldwide shall neither make nor cause to be made any alterations, additions or improvements (collectively, "Alterations") in, on or to any portion of the Premises without VAAL's prior written consent and the prior written consent of AIRIS and the Port Authority. In the event such consent is given, Worldwide shall observe all of the conditions related to Alterations set forth in the Sub-Lease and such additional conditions as VAAL, AIRIS and/or the Port Authority impose.

4. Maintenance. VAAL shall continue to maintain the Premises at VAAL's sole cost and expense during the License Period; provided, however, that Worldwide shall reimburse VAAL on demand for the cost of repairing any damage to the Premises arising from Wordlwide's use of the Premises during the License Period. Such repairs will not be made unless such repairs (a) are required to be made by AIRIS or the Port Authority, (b) are necessitated by an emergency, or (c) are deemed to be reasonably necessary by VAAL and Worldwide. Except in case of emergency, VAAL agrees to (a) obtain competitive bids for any such repairs, (b) to provide Worldwide with an opportunity to review these bids, and (c) to use commercially reasonable efforts to keep the costs of such repairs as low as reasonably possible.

5. Mechanic's Liens. Worldwide shall keep the Premises free from any liens arising out of any work performed, material furnished or obligation incurred by or for Worldwide or any person or entity claiming through or under Worldwide for any purpose whatsoever, including without limitation, in connection with any Alterations on, or maintenance of, the Premises related to Worldwide's use of the Premises. If any such lien shall at any time be filed against the Premises, Worldwide shall, within ten (10) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event that Worldwide shall not within said ten (10) day period cause the same to be released of record, VAAL shall have, in addition to all other remedies at law or in equity, the right, but not the obligation, to cause such lien to be released by such means as VAAL deems proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid and all expenses incurred by VAAL in connection therewith shall be due and payable to VAAL by Worldwide on demand with interest at the rate of the greater of five percent (5%) per annum or the maximum rate permitted by law from the date of any payment by VAAL.

6. Insurance. VAAL agrees to continue to maintain the insurance it is required to maintain under the Sub-Lease. Worldwide hereby agrees, during the entire License Period, to secure and maintain, at Worldwide's sole cost and expense, all such policies of insurance required to be carried by VAAL under the Sub-Lease. Such policies shall not be cancelled or reduced in scope of coverage or amount in coverage until 30 days after written notice to VAAL. VAAL, AIRIS, AIRIS's lender, if any, and the Port Authority shall be named as additional insured on such policies of insurance and Worldwide shall provide certificates of insurance evidencing the above insurance to VAAL, AIRIS and the Port Authority prior to entering upon the Premises.

7. Compliance with Laws. Worldwide, at its sole cost and expense, shall comply with all laws, rules, statutes, orders, ordinances, regulations and requirements of federal, state, county and municipal authorities pertaining to Worldwide's use of the Premises or any work performed by or on behalf of Worldwide on the Premises (including, without limitation, any cargo-handling permits), and Worldwide will comply with all recorded covenants, conditions, easements and restrictions and the terms of the Sub-Lease. Worldwide shall, within ten (10) days (the "Cure Period") of the earlier of (a) Worldwide's actual knowledge of such default or (b) written notice of such default from VAAL, AIRIS or the Port Authority, provide such documentary evidence of its compliance with the terms of this Section 7 to the requesting party, with copies to non-requesting parties. If Worldwide fails to cure any breach of this Section 7 within the Cure Period, VAAL shall have the right to terminate this Agreement immediately upon delivery of written notice to Worldwide.

8. Hazardous Substances. Except as otherwise expressly provided by the terms of the Sub-Lease, Worldwide shall not cause or permit any Hazardous Substances or Hazardous Waste to be

brought, released or discharged on the Premises and shall conduct its operation on the Premises in strict compliance with Hazardous Substance Laws and Environmental Laws. Worldwide's license to use the Premises is conditioned upon Worldwide's compliance with all of the terms and conditions of Article 5 of the Sub-Lease including, but not limited to, obtaining any and all permits or licenses required under applicable Environmental Laws for Worldwide's use of the Premises; provided, however, Worldwide will have no liability for a Tenant Responsible Action or a violation of an Environmental Law occurring prior to the effective date of this License Agreement. The term "Tenant Responsible Action" as used herein shall mean and apply to Worldwide and Worldwide hereby agrees and assumes the obligations and responsibilities of VAAL as "Tenant" under the terms of Section 5.04(F) of the Sub-Lease. Worldwide shall notify VAAL, AIRIS and the Port Authority in writing immediately upon the occurrence of any event described in Sections 5.07, 5.08 and 5.09 of the Sub-Lease.

9. Termination Rights. VAAL, at its option and in its sole and absolute discretion, may terminate this Agreement immediately upon written notice to Worldwide, upon the occurrence of any of the following: (a) the termination of the Sub-Lease; (b) in the event Worldwide fails to comply with any of the terms, covenants, agreements and conditions contained herein, which default is not cured within any applicable cure period; (c) a default by Worldwide under the terms of the Asset Purchase Agreement, which is not cured within any applicable cure period; (d) a default by Worldwide under the terms of the Ground Handling Agreement, which is not cured within any applicable cure period; (e) a default by Worldwide under the terms of the Service Level Agreement, which is not cured within any applicable cure period; (f) VAAL's exercise of any termination rights under the Ground Handling Agreement and/or Service Level Agreement; or (g) receipt of notice of the withdrawal of either of the consents referred to in Section 22 of this Agreement. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liability, accrued or otherwise, which may have arisen prior thereto.

Notwithstanding anything else in this Paragraph 9, Worldwide may, by written notice to VAAL, request a continuation of this Agreement even if the Ground Handling Agreement and/or Service Level Agreement are terminated by VAAL. VAAL shall have the right, but not the obligation, to agree to the requested continuation and in the event VAAL agrees to consider such continuation, the same shall only be effective upon the execution of a written amendment to this Agreement, executed by both parties, on such terms and conditions as they shall mutually agree; provided, however, that such terms and conditions shall include, a requirement that Worldwide pay a License Fee to VAAL for the use of the Premises during the remainder of the License Period, in such amount as VAAL shall reasonably determine, and a further requirement that any such Agreement shall be subject to approval by AIRIS and the Port Authority.

10. Surrender of Premises. Upon expiration of the License Period, or the earlier termination of this Agreement, Worldwide agrees to remove all equipment, machinery, materials and other personal Premises or fixtures installed by or for the benefit of Worldwide from the Premises and to restore any damage to the Premises caused by Worldwide in connection with its activities on the Premises including, but not limited to, any damage caused by the removal of the foregoing items. Any of Worldwide's property not removed from the Premises within five (5) business days after the expiration or earlier termination of this Agreement shall, at VAAL's option, either become the property of VAAL or may be removed by VAAL, in which case Worldwide shall pay to VAAL the

cost of such removal and storage (if any) within ten (10) days after delivery of a bill therefor with interest at twelve percent per annum from the date such cost or expense is incurred by VAAL.

11. Costs and Expenses. All costs and expenses related to Worldwide's use of the Premises, or any work performed on the Premises, including without limitation, any work related to Alterations approved by VAAL or maintenance of the Premises occasioned by Worldwide's breach of the terms of Section 4 of this Agreement, all sales taxes, or other expenses not specifically reserved as VAAL's responsibility hereunder, shall be at the sole cost and expense of Worldwide without reimbursement of any kind from VAAL for the value of any such work.

12. No Trespasser. In no event shall Worldwide be considered a trespasser upon the Premises when exercising any of its rights granted under this Agreement prior to expiration of the License Period or the earlier termination of this Agreement.

13. Indemnity. VAAL shall indemnify, defend, and hold Worldwide harmless from and against any and all claims, demands, suits, actions, liabilities, and expenses (including, without limitation, reasonable attorneys' fees): (a) that arise out of or result from VAAL's failure to perform its obligations and liabilities under this Agreement; and (b) that arise out of or result from VAAL's failure to perform its obligations as tenant under the Sub-Lease prior to the Effective Date. Worldwide shall indemnify, defend, and hold VAAL harmless from and against any and all claims, demands, suits, actions, liabilities, and expenses (including, without limitation, reasonable attorneys' fees): (a) that arise out of or result from Worldwide's failure to perform its obligations and liabilities under this Agreement and (b) that arise out of or result from Worldwide's failure to perform its obligations incorporated in this Agreement from the Sub-Lease arising from and after the Effective Date. Worldwide and VAAL hereby agree that, in addition to and without limiting the foregoing indemnity, Worldwide shall, from and after the Effective Date, assume the environmental indemnity set forth in Section 5.10 of the Sub-Lease to the extent the indemnity obligation arises from a Tenant Responsible Action or the violation of an Environmental Law occurring after the effective date of this License Agreement, which indemnity shall extend to AIRIS and VAAL. Said indemnities shall survive the expiration of the License Period and this Agreement.

14. Recording. This Agreement shall not be recorded in the real property records pertaining to the Premises.

15. Attorney's Fees. If any legal action is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. In the event that either party obtains a judgment in connection with the enforcement or interpretation of this Agreement, such party shall be entitled to recover from the other all costs and expenses incurred in connection with the enforcement of such judgment, including, without limitation, reasonable attorneys' fees, whether incurred prior to or after the entry of the judgment.

16. Assignment. Worldwide may not assign its rights hereunder to any other party or entity without the prior written consent of VAAL, AIRIS, and the Port Authority. VAAL may freely assign its rights under this Agreement upon written notice to Worldwide.

17. Notices. All notices, requests and other communications between the parties shall be made in writing and delivered personally, by private messenger service, by a reputable overnight courier which keeps receipts of deliveries, by United States mail, certified with return receipt requested, or by facsimile, to the following addresses:

If to VAAL:

Virgin Atlantic Airways, Ltd.
1983 Marcus Avenue, Suite 100
Lake Success, New York 11042
Fax No. (516) 355-5106
Attn: Joaquin Fiol, Senior Vice President, Cargo – North America

If to Worldwide:

Worldwide Flight Services, Inc.
1925 W. John Carpenter Freeway, Suite 450
Irving, Texas 75063
Fax No. (972) 629-5161
Attn: Loyd Earley, Senior Attorney

All notices and demands which may or are required to be given by either party to the other hereunder shall be deemed to have been fully given when addressed as provided above and either, (a) two (2) days after being deposited in the United States mail, certified or registered, postage prepaid, or (b) upon delivery to the recipient by private messenger service or a reputable courier. All notices to AIRIS or the Port Authority shall be delivered to the addresses specified in the Sub-Lease and in accordance with the notice provisions contained in the Sub-Lease.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

19. Binding Agreement. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

20. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of in which the Premises is located.

21. Effectiveness of Agreement. Notwithstanding any other provisions herein to the contrary, this Agreement shall be effective only upon (a) the closing of the transactions contemplated by the Asset Purchase Agreement and (b) receipt of the written consents of the Port Authority and AIRIS (or its successors and assigns) to the transactions contemplated by this Agreement.

22. Port Authority Fee; Consent of AIRIS and the Port Authority. The Port Authority has advised VAAL and Worldwide that an annual fee of Sixty Thousand Five Hundred Ninety Five and No/100 Dollars ($60,595.00) (the "Port Authority Fee") will be due and payable in connection with its consent to this Agreement, a copy of which consent shall be attached hereto as Exhibit E and incorporated herein by reference. The Port Authority has further agreed that VAAL and Worldwide may divide the Port Authority Fee between them and remit their respective portion of the Port Authority Fee directly to the Port Authority on or before the __ day of _____ of each year of the License Period. VAAL and Worldwide hereby agree (a) to split the Port Authority Fee 50/50

($30,297.50 each), (b) remit their respective portion of the Port Authority Fee ($30,297.50 each) directly to the Port Authority as hereinabove provided, and (c) that neither party shall be entitled to a refund from the other or from the Port Authority in the event this Agreement is terminated. The consent of AIRIS (or its successors and assigns) to this Agreement shall be attached hereto as Exhibit F and incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

"VAAL"

VIRGIN ATLANTIC AIRWAYS LIMITED

By: _____
Name: JOAQUIN FIOL
Title: SNR VP CARGO NORTH AMERICA

"WORLDWIDE"

WORLDWIDE FLIGHT SERVICES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

"VAAL"

VIRGIN ATLANTIC AIRWAYS LIMITED

By:_____
Name:_____
Title:_____

"WORLDWIDE"

WORLDWIDE FLIGHT SERVICES, INC.

By:_____
Name: Olivier Bijaoui
Title: CEO & President

EXHIBIT A
DEPICTION OF PREMISES

EXHIBIT B
SUB-LEASE AGREEMENT

SUB-LEASE AGREEMENT

Dated: June ____, 1996

By and Between

AIRIS NEWARK, L.L.C.,
a *Georgia limited liability company*

("Landlord")

and

VIRGIN ATLANTIC AIRWAYS, LTD.,

a United Kingdom corporation
and in good standing and qualified to do
business in New Jersey

("Tenant")

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SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT ("Lease") is made and entered into this ____ day of June, 1996, by and between AIRIS NEWARK, L.L.C., a Georgia limited liability company (hereinafter referred to as "Landlord"), and VIRGIN ATLANTIC AIRWAYS, LTD., a United Kingdom corporation and in good standing and qualified to do business in New Jersey (hereinafter referred to as "Tenant").

WITNESSETH:

For and in consideration of the covenants and agreements hereinafter set forth to be performed by Tenant, Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord the Premises hereinafter described, for the term, at the rental, and subject to all of the terms, covenants and conditions hereinafter set forth.

ARTICLE 1.

PREMISES

Section 1.01 Premises. Landlord hereby subleases to Tenant and Tenant hereby subleases from Landlord that certain building space and exterior area (hereinafter collectively referred to as the "Premises") containing 42,655 square feet of building rentable floor area of cargo operations space, 12,031 square feet of building rentable floor area of administrative space and 31,175 square feet of outdoor ground service equipment ("GSE") area, and 21,112 square feet of outdoor "GSE or Aircraft Apron Area" (hereinafter called "aircraft apron area") the locations of which are shown and marked as the VAA areas on Exhibit "A" attached hereto and incorporated herein for all purposes. The Premises are located or are to be located on a portion of that certain lot or parcel of land (the "Land") situated at the Newark International Airport (the "Airport"), a metes and bounds plat of survey of which lot or parcel of land is attached as Exhibit "B" hereto and incorporated herein for all purposes, and on which lot or parcel Landlord intends to construct a special-use air cargo facility (the "Facility"). The Facility is intended to be constructed in two phases. The first phase (the "First Phase") will consist of (i) a building containing approximately 160,763 square feet of cargo operations area and 30,252 square feet of administrative areas [a portion of such administrative area being on a mezzanine level] and in which building the administrative and cargo operations spaces of the Premises and the administrative and cargo operations spaces of another tenant or other tenants in the Facility will be located and (ii) the outdoor improvements on which the GSE and aircraft apron areas of the Premises and the GSE and aircraft apron areas of another tenant or other tenants in the Facility will be located, and (iii) all of the Land until and if the Second Phase is built following which only the portion of the Land reasonably designated by Landlord as the Land for the First Phase will be part of the First Phase. The second phase (the "Second Phase") will consist of (i) a

building ranging in size from approximately 100,000 square feet to approximately 125,000 square feet and containing administrative and cargo operations spaces and (ii) additional outdoor improvements for GSE areas and (iii) such part of the Land as Landlord reasonably designates as being part of the Second Phase. In the Ground Lease hereinafter defined, Landlord has the option to acquire a leasehold in a 2.51 acre parcel delineated on Exhibit "A" contiguous to the Land. If and when Landlord exercises and consummates such option, the 2.51 acre parcel shall automatically be included within the definition of Land and will be part of the First Phase. The aircraft apron area and the GSE areas leased hereby to the Tenant are leased subject to the non-exclusive easement which is hereby reserved in favor of Landlord and Landlord's other tenant or tenants in the Facility for necessary aircraft (on aircraft apron areas only), motor vehicle, and pedestrian ground traffic of Landlord and of the other tenant or tenants in the Facility. Landlord grants to Tenant a non-exclusive easement for Tenant's necessary aircraft (on aircraft apron areas only), motor vehicle and pedestrian ground traffic across the aircraft apron areas (except no easements are granted to Tenant on that portion of the aircraft apron area delineated on Exhibit "A" as SAS aircraft apron area) and GSE areas in the Facility. The creation of the aforesaid reserved and granted easements is further evidenced by and their uses are governed by the separate inter tenant agreement executed simultaneously herewith by Landlord, Tenant and Scandinavian Airlines of North America, Inc. and a memorandum of such agreement to be recorded in the Register's Office of Essex County, New Jersey.

Landlord further grants to Tenant a non-exclusive easement appurtenant to, and for the benefit of, the Premises for the purpose of ingress and egress by Tenant, its employees, agents, visitors, invitees and licensees, between the Premises and a city street or public way outside the Airport, subject to changes therein and substitutions thereto, as provided in the Ground Lease, defined hereinbelow. Tenant hereby acknowledges and agrees that the use of all roadways, taxi lanes and taxiways and other means of ingress and egress granted herein shall be subject to (i) the rules and regulations of the Ground Lessor (defined in the next paragraph of this Section) now in effect or hereafter promulgated for the safe and efficient operation of the Airport, (ii) the right of the Ground Lessor to temporarily or permanently close, or consent to or request the closing of, any roadway, other means of ingress and egress and any other area at the Airport presently or hereafter used as such, so long as an alternate, reasonably equivalent means of ingress and egress shall be available to Tenant, and (iii) the rights of Landlord to redefine such easement from time to time to facilitate development of the Facility and orderly operation thereof.

As of the date of the execution of this Lease, Tenant acknowledges and understands that Landlord has not yet obtained the construction financing contemplated by the parties to be obtained by the Landlord and necessary to construct the First Phase of the Facility nor has Landlord acquired a ground leasehold to the Land. Landlord intends to acquire the leasehold in the Land under a ground lease (the "Ground Lease") from The Port Authority of New York and New Jersey (sometimes herein called the "Port Authority" or the "Ground Lessor"). A copy of the Ground Lease in the form agreed to with Ground Lessor but not yet executed is attached as Exhibit "D" hereto and incorporated herein by reference. Landlord is to acquire the ground

leasehold and acquire and close the construction financing for the first Phase of the Facility by no later than September 1, 1996. Any and all liability of the Landlord hereunder and any obligation of the Landlord to construct the improvements to be located on the Land, as set forth herein, shall be contingent upon Landlord's successful acquisition and closing of the construction financing and the acquisition of the ground leasehold on or before such date. With the exception of the covenants set out in the next two sentences, the covenants and obligations of Landlord under this Lease are expressly limited and shall apply only upon and after Landlord's acquisition and closing of the construction financing and the acquisition of the ground leasehold. Landlord covenants to make reasonable efforts to obtain and close the construction financing on reasonable economic and legal terms that are approved by Landlord (which approval Landlord agrees not unreasonably to withhold). Landlord agrees to make reasonable efforts to enter into the Ground Lease with Ground Lessor in the form of Exhibit "D" or, if reasonably possible, in a form more favorable to Landlord (Lessee in the Ground Lease). However, the term "Ground Lease" as used in this Lease means the Ground Lease as finally entered into with the Port Authority and as hereafter amended. The Ground Lease itself will be a sub-lease in that the Ground Lessor is the lessee of the Airport under a lease dated October 22, 1947 as heretofore and hereafter amended (the "Basic Lease") from the City of Newark ("Basic Lessor") to The Port of New York Authority, the predecessor of the Ground Lessor. If Landlord has not acquired and closed the construction financing and has not acquired the leasehold by November 1, 1996, unless such period of time has been mutually extended by Landlord and Tenant in writing, then either Landlord or Tenant at any time thereafter shall have the right to terminate this Lease by written notice to the other party given prior to the acquisition and closing of the construction financing and the leasehold.

With the exception of the next three sentences, the covenants and obligations of Tenant under this Lease are expressly conditioned upon and shall apply only upon and after the release by the Port Authority effective upon or before the Rental Commencement Date (defined in Section 3.01 of this Lease) from all those matters under Tenant's existing lease arrangements with the Port Authority that accrue or would have accrued after Tenant takes occupancy of the Premises except such matters that would otherwise survive the termination of such existing lease arrangements between Tenant and the Port Authority. If Tenant has not obtained by November 1, 1996 (or such later time as Landlord and Tenant may have mutually agreed to in writing) the Port Authority's agreement to so release Tenant from such matters, then Tenant may terminate this Lease upon written termination notice given to Landlord no later than December 1, 1996, provided Tenant had made reasonable effort to obtain such an agreement from the Port Authority. Upon either (i) the Tenant's obtaining such agreement or (ii) Tenant's failure to give to Landlord the aforesaid termination notice on or before December 1, 1996, the condition and contingency in favor of the Tenant and Tenant's right to terminate as aforesaid shall automatically expire and end. Tenant agrees to make reasonable efforts to obtain the aforesaid agreement from the Port Authority.

Section 1.02 Construction of Building Shell and Tenant Improvements.

(A) Tenant acknowledges that as of the date of this Lease the conceptual plans and specifications for the outdoor improvements and the two buildings making up the First Phase of the Facility and being composed of the Master Plan dated 2-24-96, Project Site Plan dated 4-24-96 and Elevation and Section dated 1-30-96 and Facility Outline Specifications dated 3-22-96, prepared by Gensler and Associates, Architects ("the Preliminary Facility Plans") all as presented to the Ground Lessor and thereafter approved by the Ground Lessor's Design Review Committee have been delivered to Tenant. Included within the Preliminary Facility Plans are the conceptual plans and specifications for the shell improvements for the building in which the indoor parts of the Premises are to be located (such improvements being referred to herein as the "Building Shell") and the conceptual plans and specifications for the improvements for the outdoor parts of the Premises (such improvements being referred to herein as the "Outdoor Improvements"). The Preliminary Facility Plans shall be used as a basis for preparing working drawings and specifications ("Final Plans") for the construction of the Building Shell and Outdoor Improvements. Landlord shall cause construction of the Building Shell and Outdoor Improvements to be commenced and carried forward with reasonable diligence and without abandonment. It is expressly agreed and understood that the Landlord shall be obligated to contract and finish the Building Shell and Outdoor Improvements only to the extent and in the state and condition specified in and in substantial compliance with the Final Plans, with such changes as may be mutually agreed to in writing.

(B) Landlord shall submit to Tenant on or before August 14, 1996, preliminary plans and project outline specifications (hereinafter the "Preliminary Space Plans") for the construction of the improvements (hereinafter the "Tenant Improvements") to the Premises part of the Building Shell contemplated hereby. The Preliminary Space Plans shall be consistent with the Conceptual Building Shell Plans if the Final Plans are not then existing and consistent with the Final Plans if then existing. Tenant shall have a period of fifteen (15) days after its receipt of the Preliminary Space Plans to review the Preliminary Space Plans and to notify Landlord in writing of any objections thereto, which notification shall specify with particularity the items in the Preliminary Space Plans to which Tenant objects. Tenants shall be deemed to have approved the Preliminary Space Plans in the absence of written objections. Thereafter, Landlord (and/or Landlord's designated representatives) and Tenant (and/or Tenant's designated representatives) shall meet to discuss the Preliminary Space Plans. After the approval of the Preliminary Space Plans, and with reasonable promptness, Landlord shall cause to be prepared working drawings and specifications (hereinafter the "Working Drawings") for the construction of the Tenant Improvements. Tenant shall have a period of fifteen (15) days after its receipt of the Working Drawings to review the Working Drawings and to notify Landlord in writing of any objections which Tenant has with respect to the Working Drawings, which notification must specify with particularity the items in the Working Drawings to which Tenant objects. In the event that Tenant fails to notify Landlord as to Tenant's approval or disapproval of the Working Drawings within such fifteen (15) day period, then the Working Drawings shall be deemed approved by Tenant. If Tenant timely objects to the Working Drawings, then Landlord (and/or Landlord's

designated representatives) and Tenant (and/or Tenant's representatives) shall meet to discuss Tenant's objections to the Working Drawings. The parties agree to act reasonably in responding to the other's objections and agree not unreasonably to withhold their approval to the other's suggestions. If the parties are unable to approve the Working Drawings and approve the final revisions thereto as proposed by each to the other prior to five (5) days following the last 15-day period specified above, then Landlord's independent Facility architect and Tenant's independent architect working on this project shall be an arbitration panel of two (2) to make the final determination of the Working Drawings; but if they cannot agree prior to the end of twenty (20) days following the last 15-day period specified above, then they shall immediately mutually agree on a third independent architect, and make available to such third architect all information necessary to make a final determination and the third architect shall make the final determination of the Working Drawings no later than fifteen (15) days after the third architect is selected. The fees and expenses of the third architect shall be paid in equal parts by the Tenant and the Landlord. Such Working Drawings as so approved or deemed approved by the parties, or determined by the two (2) architects or the third architect as above provided, shall be called the "Approved Tenant Improvement Plans". The Tenant Improvements shall be constructed in substantial compliance with the Approved Tenant Improvement Plans and shall include all labor, material, equipment, and systems including, without limitation, the certain specialty cargo equipment (being dock levelers, seals, restraints, coolers, duty manager offices, pits, lifts and scales) and office building type improvements (partitions, doors, finished floors and ceilings, lighting, specialty millwork and window coverings) (but excluding, however, ETV, racks, cargo handling equipment, moving equipment, furnishings, all other fixtures and equipment and certain other tenant specialty items, herein called "Tenant Supplied Improvements") necessary to make the Premises fully available for Tenant's move-in and installation of its "Tenant Supplied Improvements" and for Tenant's operations.

(C) The construction of the Tenant Improvements shall thereafter or as soon thereafter as the progress of construction of the Building Shell and Outdoor Improvements may reasonably permit be carried forward by Landlord with reasonable diligence and without abandonment until completed substantially in accordance with the Approved Tenant Improvement Plans, with such minor changes as may be necessary or required, provided that such changes will not have any substantial adverse effect on the suitability of the Tenant Improvements for normal business operations of Tenant. During the course of construction of the Tenant Improvements, Landlord shall regularly schedule job progress meetings frequently enough to permit regular monitoring of construction and scheduling of the Tenant Improvements. Landlord and/or Landlord's representative shall furnish Tenant reasonable prior notice of such meetings. It is expressly agreed and understood that this Lease contemplates that Landlord shall be obligated to contract and finish (or cause to be contracted and finished) the Tenant Improvements only to the extent and in the state and condition specified in the Approved Tenant Improvement Plans and, subject to the provisions stated below and exclusive of the Tenant Supplied Improvements. Tenant agrees to accept delivery of the Tenant Improvements as so constructed and in such state and condition, and upon issuance of the Certificate of Occupancy.

(D) All other interior improvements and additions to the Premises portion of the Building Shell (including, without limitation, the Tenant Supplied Improvements) shall be made timely and at Tenant's own cost and expense, in a workmanlike manner, in compliance with plans and specifications timely submitted to Landlord and Ground Lessor for their review, and disapproval or approval, and by a contractor and subcontractors who are subject to Landlord's and Ground Lessor's prior written approval and in a manner so as not to injure the Building Shell, Outdoor Improvements, and Tenant Improvements and so as not to interfere with or delay the construction of the Building Shell, Outdoor Improvements or Tenant Improvements or the contractors or subcontractors constructing such improvements and subject to coordination by and with Landlord's contractors and subcontractors. Landlord agrees not unreasonably to withhold its consent to such plans and specifications and such contractors and subcontractors. It is expressly agreed and understood, and all persons dealing with Tenant with respect to any Tenant Supplied Improvements or additions are hereby put on notice that Tenant shall have no power or authority to cause or attempt to cause any lien of any kind or character to attach against the Facility, or any part thereof, or the real property on which the Facility is situated, or any interest therein, on account of such improvements or additions. It is further agreed that in the event any person, firm or corporation who shall furnish any labor and/or materials for the construction or installation of any Tenant Supplied Improvements or additions shall claim or assert any lien against the Facility, or any part thereof, or the real property on which the Facility is situated, or any interest therein, it shall be the obligation of Tenant and Tenant agrees to promptly cause such claimed or asserted lien to be fully released and shall indemnify and hold harmless Landlord and Ground Lessor and Basic Landlord, and Landlord's and Ground Lessor's and Basic Landlord's officers, agents, employees from and against all claims and demands of third persons arising or alleged to arise in whole or in part out of the performance of the construction and installation of all such Tenant Supplied Improvements and additions.

(E) Prior to the final completion of construction of the Tenant Improvements, Tenant shall, upon prior written consent of Landlord and Ground Lessor, such consent of Landlord not to be unreasonably withheld, have the right to start installation and install the Tenant Supplied Improvements in and/or about the Premises. However, in the event Tenant elects to exercise such right, any such installation shall be at the sole risk of Tenant and Tenant shall indemnify and hold Landlord and Ground Lessor harmless from all costs, damages, claims and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord or Ground Lessor as a result of such installation by Tenant. Further, Tenant agrees that in connection with such installation, Tenant and its agents, contractors and employees shall not interfere with or delay the work of Landlord's contractors or subcontractors in or at the Premises or the Facility.

(F) Upon substantial completion of construction of the Tenant Improvements, as aforesaid, Landlord will (i) notify Tenant in writing that the Premises are ready for Tenant's installation of the Tenant Supplied Improvements and Tenant's occupancy and provide a Certificate of Occupancy (or other similar certificate, permit or occupancy letter which may be issued by the Ground Lessor to allow occupancy of the Premises) and (ii) tender possession of the Premises to Tenant. Within fifteen (15) days after Tenant's initial occupancy of the

Premises, Tenant shall give written notice to Landlord as to those items which are not in compliance with the Approved Tenant Improvement Plans by designating same on a "punch list", except that said timely notification shall not apply to any latent defects which are not apparent upon a reasonable inspection of the Tenant Improvements. If Tenant shall fail to deliver such "punch list" to Landlord within said fifteen (15) day period, Tenant shall be deemed to have accepted the Premises, including, without limitation, construction and installation of the Tenant Improvements.

(G) All plans, specifications, and construction are subject to the approval of the Ground Lessor, notwithstanding anything to the contrary herein.

ARTICLE 2.

TERM

Section 2.01 Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit or addendum hereto, the term of this Lease shall commence on the date hereof (the "Commencement Date") and shall end (the "Expiration Date") on the last day of the month in which the twenty-fifth (25th) anniversary of the date the Ground Lease occurs, unless sooner terminated pursuant to this Lease (the "Lease Term"). Tenant however shall not have the right to occupy the Premises until the earlier of (i) Landlord's tender of possession of the Premises to Tenant with the Building Shell, Outdoor Improvements and Tenant Improvements substantially complete or (ii) the Rental Commencement Date. Landlord and Tenant agree, at the request of either, to execute a declaration in the form attached hereto and made a part hereof as Exhibit "C" specifying the Commencement Date, the Rental Commencement Date and Expiration Date of the Lease Term.

Section 2.02 Delay in Commencement. Landlord estimates that the Premises will be ready for occupancy by Tenant on or about eighteen (18) months after the date of the Ground Lease. Tenant agrees that in the event of the inability of Landlord for any reason to deliver possession of the Premises to Tenant with the improvements required of Landlord substantially complete on or before such date or on or before the Termination Date (hereinafter defined), Landlord shall not be liable for any damage thereby nor shall such inability affect the validity of this Lease or the obligations of Tenant hereunder, but in such event Tenant shall not be obligated to pay rent or other monetary sums until Landlord has delivered possession of the Premises in the aforesaid condition to Tenant. In the event Landlord shall not have delivered possession of the Premises to Tenant by July 1, 1999 as extended by a period of time equal to the sum of the periods of time of delay caused by Tenant (the "Termination Date"), Tenant at its option (to be exercised within the thirty (30) days following the Termination Date) may terminate this Lease only by written notice to Landlord given within such 30-day period and prior to Landlord's substantial completion of the Building Shell, Outside Improvements and the Tenant Improvements and, upon Landlord's return of any monies previously deposited by Tenant, the parties shall have no further rights or liabilities under this Lease. Such termination

shall be Tenant's exclusive remedy for Landlord's failure to timely complete construction and failures resulting therefrom.

ARTICLE 3.

RENT

Section 3.01 Base Monthly Rent. Tenant covenants and agrees to pay to Landlord a net lease base rental as follows:

Beginning on the date ("Rental Commencement Date") which is the later to occur of (A) the sixty-first (61st) day after Landlord tenders to the Tenant possession of the Premises for the Tenant to start installation of the Tenant Supplied Improvements or (B) the earlier of (i) the first day that all of the following has occurred: substantial completion of the Building Shell, the Outdoor improvements, and the Tenant Improvements and the issuance by the Port Authority of its equivalent of a Certificate of Occupancy for the Building Shell part of the Premises or (ii) the first day of Tenant's occupancy of the Premises, Tenant hereby agrees to pay to Landlord a monthly "Base Rent" of One Hundred Ten Thousand, Five Hundred Thirty-Nine and 67/100 Dollars ($110,639.67), which monthly Base Rent is based upon an annual rental rate of $20.50 per square foot of gross rentable area of cargo space (based on 42,655 square feet of gross rentable area of cargo space), an annual rental rate of $26.50 per square foot of gross rentable area of administrative/office space (based on 12,031 square feet of gross rentable area of administrative/office space), an annual rate of $2.12 per square foot of gross rentable area of GSE area (based on 31,175 square feet of gross rentable area of GSE area) and an annual rental rate of $3.18 per square foot of gross rentable area of aircraft apron area (based on 21,112 square feet of gross rentable area of aircraft apron area). The foregoing monthly rate of Base Rent is based upon the assumption that the Premises contains the above-listed square footage of gross rentable area for the respective above-listed areas. However, if prior to the Rental Commencement Date, it should be determined that the Premises contains more or less square feet of gross rentable area of one or more of the different areas, then the monthly Base Rent shall be adjusted accordingly based on the respective annual rates per square foot of the rentable areas aforestated.

To the extent that there are changes in the Landlord-obligated construction of any part of the Premises including without limitation the Tenant Improvements (defined in Section 1.02(B)) which increase Landlord's development or construction hard or soft costs required or caused by Tenant, then Tenant shall promptly pay such cost increase to Landlord upon Landlord's billing therefor.

The monthly Base Rent as above determined taking into account the adjustment for a change in a square footage number(s), the adjustment for change in bond financing terms and changes due to increase in construction and development costs shall be further increased during the Lease Term as follows: (A) on the first (1st) anniversary of the Rental Commencement

Date, the monthly Base Rent specified hereinabove shall be increased to an amount equal to the greater of (a) the product obtained by multiplying the monthly Base Rent in effect for the preceding twelve-month period times 1.0, or (b) the lesser of (i) the product obtained by multiplying the monthly Base Rent in effect for the preceding twelve-month period times the Year 1 Inflation Factor (as hereinafter defined) or (ii) the monthly Base Rent in effect for the preceding twelve-month period plus an amount equal to three percent (3%) of such monthly Base Rent in effect for the preceding twelve-month period; and (B) on each subsequent anniversary of the Rental Commencement Date through and including the tenth (10th) anniversary of the Rental Commencement Date, the monthly Base Rent for the next succeeding twelve-month period shall be further increased to an amount equal to the greater of (a) the product obtained by multiplying the monthly Base Rent in effect for the preceding twelve-month period times 1.0 or (b) the lesser of (i) the product obtained by multiplying the monthly Base Rent in effect for the preceding twelve-month period times the Annual Inflation Factor (as hereinafter defined) or (ii) the monthly Base Rent in effect for the preceding twelve-month period plus an amount equal to three percent (3%) of such monthly Base Rent in effect for the preceding twelve-month period. The monthly Base Rent as above determined taking into account the adjustment for a change in a square footage number(s), adjustment for change in bond financing terms and changes due to an increase in construction and development costs as well as the previous changes due to the increase in the CPI shall be further increased during the remainder of the Lease Term on the thirteenth (13th), sixteenth (16th), nineteenth (19th), and twenty-second (22nd) anniversaries of the Rental Commencement Date (individually, an "Every-Third-Anniversary" and collectively "Every-Third-Anniversaries") to an amount equal to the greater of (a) the product obtained by multiplying the monthly Base Rent in effect for the preceding twelve-month period times 1.0, or (b) the lesser of (i) the product obtained by multiplying the monthly Base Rent in effect for the preceding twelve-month period times the Every-Third-Anniversary Inflation Factor (as hereinafter defined) or (ii) the monthly Base Rent in effect for the preceding twelve-month period plus an amount equal to nine percent (9%) of such monthly Base Rent in effect for the preceding twelve-month period. The Every-Third-Anniversary Inflation Factor means the CPI for the calendar month of the date which is ninety (90) days preceding the particular Every-Third-Anniversary in question divided by the CPI for the calendar month of the date which is three (3) years prior to the date in question. As used herein, the term "Year 1 Inflation Factor" means the CPI (as hereinafter defined) for the calendar month of the date which is ninety (90) days preceding the first (1st) anniversary of the Rental Commencement Date divided by the CPI for the calendar month of the date which is ninety (90) days preceding the Rental Commencement Date. As used herein, the term "Annual Inflation Factor" means the CPI for the calendar month of the date which is ninety (90) days preceding the particular Rental Commencement Date Anniversary in question divided by the CPI for the calendar month of the date which is one (1) year prior to the date in question. "CPI" means the Consumer Price Index for the New York - Northeastern New Jersey Area for All Urban Consumers (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics (the "Bureau"), or any successor agency of the United States that shall issue such indices. In the event that (i) the Bureau ceases to use the 1982-1984 average of 100 as a basis of calculation, or (ii) a substantial change is made in the number or character of "market basket" items used

in determining the CPI, or (iii) Landlord and Tenant mutually agree in writing that the CPI does not accurately reflect the purchasing power of the dollar, or (iv) the CPI should be discontinued for any reason, Landlord shall designate from indices supplied by the Bureau an alternative index comparable to the CPI together with information which will make possible the conversion to the alternative index in computing the Inflation Factors. If for any reason the Bureau does not furnish such an index or such information, the parties shall thereafter accept and shall use such other index of comparable statistics on the cost of living for the county in which the Premises is located, as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by Landlord, but subject to the reasonable approval of Tenant. At least twenty (20) days prior to any date on which the monthly Base Rent is to be increased pursuant to the foregoing provisions, Landlord will submit to Tenant a statement of the amount of such increase and the calculation upon which such increase is based.

Tenant shall also pay, as additional rent, all other sums of money that shall become due from and payable by Tenant to Landlord under this Lease. Landlord shall also have the same remedies for default for the payment of additional rent as are available to Landlord in the case of default in the payment of a monthly Base Rent. The monthly Base Rent, together with any adjustments of rent provided for herein then in effect, shall be due and payable on the first day of each calendar month during that part of the Lease Term following and including the Rental Commencement Date and any extension or renewal thereof and, if the Rental Commencement Date is other than the first day of a month, on the Rental Commencement Date. Tenant hereby agrees to so pay such rent to Landlord at Landlord's address herein provided (or such other address as Landlord may designate to Tenant in writing from time to time) monthly in advance, without demand, counterclaim or offset. If the Rental Commencement Date is a day other than the first day of a month and/or the Lease Term terminates on other than the last day of the month, then the installment of Base Rent for such months shall be prorated based on the number of days in the month in which the Rental Commencement Date occurs and following and including the Rental Commencement Date for the first case, and based on the number of days in the partial month at the end of the Lease Term in the second case. In addition to the administrative late charge set forth in Section 28.03, any payment past due over nine (9) days shall accrue interest thereon from and including the tenth (10th) day following the due date until paid at the lesser of (i) the maximum nonusurious rate of interest permitted by applicable law, or (ii) an annual interest rate of twelve percent (12%).

Section 3.02 Operating Expenses. In addition to the Base Rent provided in Section 3.01 above and from and after the Rental Commencement Date, Tenant shall pay to Landlord in monthly installments as additional rent the product obtained by multiplying the ratio ("Tenant's Expense Percentage") that the cargo operations area of the Premises bears to the total rentable cargo operations areas, as this is adjusted from time to time, of the Facility times all of the operating expenses of the Facility ("Base Expenses") (which product shall be referred to herein as "Tenant's Share of Expenses"). Base Expenses shall include, but not be limited to, the following: real and personal property taxes, assessments or charges imposed by any federal,

state, county or municipal authority or government; all maintenance and repairs of the Common Areas of the Facility; the cost of day-to-day maintenance (as distinguished from the cost of repairs) of Landlord Responsible Repair Elements (defined in Section 12.02 of this Lease); the cost of janitorial services and security services; insurance premiums for fire, extended coverage, liability, business interruption insurance and other insurance that Landlord and Ground Lessor deem necessary for the operation of the Facility; trash and snow removal; landscaping; all services, supplies and other expenses for operating the Facility, parking areas and common areas; license fees, impact fees and other Facility related governmental or Ground Lessor charges, if any applicable to the Facility whether pursuant to the Ground Lease or from action of any governmental entity of competent jurisdiction and all other charges and fees by whatever name called payable by or charged to Landlord by Ground Lessor under or pursuant to the Ground Lease even though the charge or fee may by a Section of the Ground Lease other than Section 4A call such charge or fee a rent excepting only the "Ground Rental" as specifically defined in Section 4A of the Ground Lease which Ground Rental is dealt with in Section 3.03 of this Lease; out-of-pocket and also direct costs in connection with managing and administering the Facility; the cost, including interest, amortized over its useful life, of any improvement made to the Facility by Landlord after the date of this Lease which is required under any governmental law or regulation that was not applicable to the Facility at the time the Facility was constructed or is required by the Port Authority under the Ground Lease; the cost, including interest, amortized over its useful life, of the installation of any device or other equipment which improves the operating efficiency of any system within the Facility and thereby reduces operating expenses to the extent such reduction in operating expenses exceeds the cost of acquisition and installation; and all utilities not separately metered to a tenant or to the Tenant. Notwithstanding the foregoing, Base expenses shall not include (i) any amount directly chargeable by the terms of this Lease to a particular tenant other than the Tenant which is a party to this Lease or (ii) management fees or (iii) interest, penalties or other charges resulting from defaults by Landlord as Lessee under the Ground Lease not caused by Tenant. Upon unanimous consent of the Tenant and all other tenants in the Facility the tenants may take over and provide the maintenance, repair, trash and snow removal, and landscape maintenance services to the common areas, the aircraft apron areas and the GSE areas and the security service for the Facility so long as and provided the tenants promptly pay for those services and provide such services in a manner consistent with the Ground Lease and not in violation thereof. Upon receipt of a statement of Base Expenses and Tenant's Share of Expenses, Tenant shall pay to Landlord monthly Tenant's Share of Expenses in addition to Base Rent, which payment shall be due and payable at the same time that Base Rent is due. Landlord agrees to provide to Tenant within a reasonable period of time at the end of each calendar year of the Lease Term a statement of actual Base Expenses incurred with respect to the operation of the Facility covering the preceding year. In the event that under the terms of Section 3.01 Tenant is only to pay a pro rata portion of a month, Tenant's Share of Expenses, if any, shall be similarly prorated for said month. The payments specified in this section shall be in addition to, and not in lieu of, other payments required under this Lease. Landlord may from time to time estimate in advance the Base Expenses for the ensuing Calendar Year and Tenant's Share of Expenses for such year in which event Tenant shall pay one-twelfth (1/12) thereof or larger appropriate

fraction in the case of that portion of the Calendar Year starting with the Rental Commencement Date and ending with the next December 31 if the Rental Commencement Date is any date other than January 1, and also in the case of that portion of the Calendar Year beginning with the January 1 immediately prior to the Expiration Date of the Term of this Lease and ending with the Expiration Date if the Expiration Date is any date other than December 31) to Tenant at the same time that monthly Base Rent is due and Landlord and Tenant shall, within ninety (90) days following each Calendar Year, account between them for any underpayment or overpayment of the total of estimated Tenant's Share of Expenses as compared to Tenant's Share of Expenses based upon the actual Base Expenses (operating expenses) experienced by Landlord for such Calendar Year by Tenant's paying to Landlord an amount equal to the underpayment on demand or by Landlord's paying to Tenant an amount equal to the overpayment). As used herein, the term "Calendar Year" means not only the twelve (12) month periods beginning January 1 and ending the next following December 31 contained within that part of the Term of this Lease beginning with and including the Rental Commencement Date and ending with and including the Expiration Date of the Term of this Lease, but also the partial Calendar Years at the beginning and end of said part of the Term. The parties agree for all purposes under this Section that the Tenant's Expense Percentage is and shall be 26.533% unless and until construction of the Second Phase is completed at which time the Tenant's Expense Percentage in order to determine Tenant's Share of Expenses of those portions of the Base Expenses properly allocable (as reasonably determined by the Landlord) to the First Phase and the Second Phase of the Facility without distinction between the two phases will be the percentage equivalent of a fraction the numerator of which is 42,655 and the denominator of which is the sum of 160,763 and the number of square feet in the areas of the completed building in the Second Phase reasonably designated by the Landlord as cargo operations areas. However, in order to determine Tenant's Share of Expenses of those portions of the Base Expenses properly allocable (as reasonably determined by the Landlord) to the First Phase by itself from and after construction of the Second Phase is completed, Tenant's Expense Percentage shall remain 26.533%. The parties agree that Landlord's acquiring a leasehold in the property described on Exhibit B-1 will not change the Tenant's Expense Percentage.

Section 3.03 Other Passthroughs. From and after the Rental Commencement Date, Tenant shall also pay one hundred percent (100%) of all fees and charges by whatever name called (other than Ground Rental as specifically stated in Section 4A of the Ground Lease) payable by Landlord or Tenant under the Ground Lease attributable to this Lease or the Tenant's business at or use of the Premises including without limitation charges based upon Tenant's handling of cargo. Such payments shall be due and payable to Landlord at the times provided in the Ground Lease or upon Landlord's demand or, at the option of Ground Lessor or Landlord directly to Ground Lessor at the times provided in the Ground Lease or separate agreement between Ground Lessor and Tenant, or upon Ground Lessor's demand.

Section 3.04 Ground Rent. The calculation of Base Rent included a beginning annual Ground Rental of $1.45 per square foot ("Original Per Square Foot Ground Rental") which Landlord originally expected to pay under the terms of the Ground Lease. Since the initial

determination of the Original Per Square Foot Ground Rental by the Port Authority and the Landlord, the beginning annual Ground Rental under the Ground Lease as it will be executed by the Port Authority and the Landlord will have increased to $1.565 per square foot in the Land shown on Exhibit B resulting in the first per annum increase of $110,206.80 in the Ground Rental under the Ground Lease. Tenant agrees to pay to Landlord in monthly installments, as additional rent, the Tenant's proportionate ("Tenant's Ground Rental Percentage") share (which Tenant's Ground Rental Percentage shall be determined according to the ratio that the area of the Premises bears to the total rentable area, as this adjusts from time to time, of the Facility) of such increase in said Ground Rental and all future other additions to or increases in the Ground Rental under the Ground Lease including, without limitation, increases resulting from computations based upon increases in a consumer price index and increases in the Port Authority's cost of Airport Services and other costs and expenses all as provided for in Section 4A, the whole Additional Payment set forth in Section 4C of the Ground Rent, and the Additional Land Rental provided in Section 5(y) of the Ground Lease (other than the 5% provided by subclause (ii) of Subsection 5(y)(1) if caused by Landlord's termination under Section 56 of the Ground Lease), and increases resulting from the increase in the Rental constant factor as provided in Section 4A(3)(y) of the Ground Lease, (excepting only (i) those particular increases in the Ground Rentals resulting from Landlord's late construction of the Second Phase as provided in Section 4A(h) of the Ground Lease and (ii) increases, if any, in Ground Rentals agreed to in the future by Landlord and Ground Lessor not provided for or contemplated in the Ground Lease attached as Exhibit D hereto. The parties agree for all purposes under this Section that the Tenant's Ground Rental Percentage is and shall be 26.533% unless and until construction of the Second Phase is completed at which time the Tenant's Percentage will be the percentage equivalent of a fraction the numerator of which is 42,655 and the denominator of which is the sum of 160,763 and the number of square feet in the areas of the completed building in the Second Phase reasonably designated by the Landlord as cargo operations areas. The parties agree that Landlord's acquiring a leasehold in the property described on Exhibit B-1 will not change the Tenant's Ground Rental Percentage.

Section 3.05 Security Deposit. On or before the Closing Date (defined in Section 3.01), Tenant shall deposit with Landlord the sum of Two Hundred Twenty-One Thousand, Seventy-Nine and 34/100 Dollars ($221,079.34) (the "Security Deposit"), which sum may either be deposited in cash or in the form of an unconditional and irrevocable letter of credit, issued by a United States Bank with an A rating or better, which letter of credit shall be issued for a term of three (3) years and two (2) months. No earlier than sixty (60) days nor later than thirty (30) days prior to the expiration date of the Letter of Credit and each subsequent Letter of Credit, Tenant shall deposit with the escrow agent a replacement unconditional and irrevocable Letter of Credit issued within the aforesaid thirty (30) day window of time meeting the same criteria as above established for the first Letter of Credit except that the expiration date shall be the earlier of (i) two (2) months following the scheduled expiration of the Lease Term or (ii) three (3) years and three (3) months from its date of issuance. In the event a replacement Letter of Credit is not timely deposited as provided, Landlord may draw down on the Letter of Credit then on deposit and the cash proceeds shall then be held for and used as the Security Deposit

hereunder. All such Letters of Credit shall otherwise be in form and substance reasonably acceptable to Landlord. The Security Deposit is computed at an amount equal to two months' Base Rent as initially stated in Section 3.01. In the event the monthly Base Rent becomes adjusted prior to the Closing Date because of the changes and adjustments provided for in Section 3.01, then the Security Deposit shall likewise be adjusted accordingly. Said Security Deposit is a security deposit which may only be used by Landlord for the purpose of curing a default by Tenant in the payment of rent under this Lease. If Tenant defaults with respect to the payment of any rent, Landlord may (but shall not be required to) draw down, use and apply all or any part of the Security Deposit for the curing of such default. If any portion of said Security Deposit is so applied, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount; Tenant's failure to do so within said ten (10) day period shall be a material breach of this Lease. In the event the Security Deposit is in the form of cash, Landlord shall be required to keep the Security Deposit separate from its general funds bearing interest at a commercial rate which interest shall become part of the Security Deposit. The balance of the Security Deposit shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the Lease Term (or any renewal term) and after Tenant has vacated the Premises. In the event of a transfer of Landlord's position under this Lease and if said Security Deposit is delivered to Landlord's successor in interest, Landlord is thereupon released from all liability for the return of said Security Deposit or the accounting therefor.

Section 3.06 Primary Deposit. Simultaneously herewith, Tenant deposits with Landlord the sum of Three Hundred Thirty-One Thousand Six Hundred Nineteen and 01/100 Dollars ($331,619.01) (the "Primary Deposit"), which sum may either be deposited in cash or in the form of an unconditional and irrevocable letter of credit, issued by a United States Bank with an A rating or better, which letter of credit shall be issued for a term of three (3) years and two (2) months. No earlier than sixty (60) days nor later than thirty (30) days prior to the expiration date of the Letter of Credit and each subsequent Letter of Credit, Tenant shall deposit with the Landlord a replacement unconditional and irrevocable Letter of Credit issued within the aforesaid thirty (30) day window of time meeting the same criteria as above established for the first Letter of Credit except that the expiration date shall be the earlier of (i) two (2) months following the scheduled expiration of the Lease Term or (ii) three (3) years and three (3) months from its date of issuance. All such Letters of Credit shall otherwise be in form and substance reasonably acceptable to Landlord. The Primary Deposit is computed at an amount equal to three months' Base Rent as initially stated in Section 3.01. Said Primary Deposit is a security deposit which may only be used by Landlord for the purpose of curing any default by Tenant under this Lease. If Tenant defaults with respect to any provisions of the Lease, including but not limited to, the provisions relating to the payment of rent and any of the monetary sums due therewith, Landlord may (but shall not be required to) draw down, use and apply all or any part of the Primary Deposit to cure Tenant's default. If any portion of said Primary Deposit is so applied, Tenant shall, within ten (10) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Primary Deposit to its original amount; Tenant's failure to do so within said ten (10) day period shall be a material breach of this Lease. In the

event the Primary Deposit is in the form of cash, Landlord shall be required to keep the Primary Deposit in trust and separate from its general funds bearing interest at a commercial rate which interest shall become part of the Primary Deposit. The balance of the Primary Deposit shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the Lease Term (or any renewal term) and after Tenant has vacated the Premises. In the event of a transfer of Landlord's position under this Lease and if said Primary Deposit is delivered to Landlord's successor in interest, Landlord is thereupon released from all liability for the return of said Primary Deposit or the accounting therefor.

ARTICLE 4.

USE OF PREMISES

Section 4.01 Permitted Use. The Premises shall be used and occupied only by Tenant and only for the following specific purposes and for no other purposes whatsoever without obtaining the prior written consent of Landlord and Ground Lessor: the handling of air cargo of Tenant and other airlines using the Airport and necessary and incidental activities incidental to the aforesaid handling of air cargo. Notwithstanding the foregoing, Tenant may have employees of Tenant's major American operating subsidiary and employees of Tenant's contractors on the Premises in furtherance of Tenant's use as aforesaid and provided such employees are under the supervision and general control of Tenant.

Tenant covenants with and warrants and represents to Landlord that the Premises shall be used and occupied only for the purposes set forth in this Section 4.01 hereinabove and that the performance of the activities permitted under this Section 4.01 shall be solely for Tenant and not for any other entity whatsoever, except as otherwise specifically provided under both this Lease and the Ground Lease.

Section 4.02 Prohibited Uses.

(A) Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with this Lease or will in any way conflict with or cause a breach under the Ground Lease or Basic Lease or conflict with or violate any law, statute, zoning restriction, deed restriction, ordinance or any environmental or governmental rules or regulations or requirements now in force or which may hereafter be enacted or promulgated and Tenant shall at its sole cost and expense promptly comply with all said laws and regulations. Tenant shall not use the Premises for any purpose which is illegal, or which in Landlord's reasonable opinion, creates a factual or legal nuisance.

(B) Tenant shall not do or permit anything to be done in or about the Premises which (i) will increase the existing rate of insurance upon the Premises (unless Tenant shall pay such increased premises) or cause the cancellation or reduction of coverage of any insurance policy covering said Premises or any building of which the Premises may be a part or located at the

Airport, or (ii) which, in the opinion of the Ground Lessor, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Lease, nor shall Tenant sell or permit to be kept, used or sold in or about said Premises, any articles which may be prohibited by a standard form policy of fire insurance.

(C) Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of any building of which the Premises may be a part. Tenant shall not commit, or suffer to be committed, any waste in or upon the Premises. Tenant shall conduct its operations on the Premises in a safe and careful manner.

(D) Tenant shall conduct its operations in the Airport in an orderly and proper manner, so as not to unreasonably annoy, disturb or be offensive to others at or off the Airport. Tenant shall take all reasonable measures, with respect to its operations, to (i) eliminate vibrations originating on the Premises tending to damage any equipment, structure, building or portion of a building located at or off the Airport, and (ii) keep the sound level of operations on the Premises as low as possible

(E) Tenant shall not violate any provision of the Airport Building Code or the Airport Fire Code.

(F) Tenant shall not permit the accumulation of paper, cans, bottles, wrappers, rags, trash, junk or debris on the Premises. No garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or deposited into or upon the waters at or bounding the Airport, but shall be removed from the Premises in an orderly, efficient and proper manner. Tenant agrees to promptly comply with any clean-up notices given to Tenant by either Landlord or Ground Lessor. Failure by Tenant to comply with any such cleanup notice shall constitute a material default by Tenant under this Lease entitling Landlord to exercise any remedy set forth in Article XIII hereof.

(G) Tenant shall not commit or permit to be committed any unlawful nuisance or waste on or injury to the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the Premises.

(H) Tenant shall not cause or create or permit to be caused or created upon the Premises, or on the Airport derived from operations at the Premises, any obnoxious odors or smoke, or noxious gases or vapors. The creation of exhaust fumes by the operation of aircraft engines, so long as the same are operated and maintained properly, shall not be a violation of this Section.

(I) Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communication

system, electrical system, fire-protection system, sprinkler system alarm system, fire estate and hoses and other systems, if any installed or located on, under, or in the Premises or elsewhere at the Airport, if affected by that which occurs on the Premises.

(J) Tenant shall not dispose of nor permit anyone to dispose of any waste material taken from aircraft, or otherwise, (whether liquid or solid) by means of the toilets (other than for human waste), manholes, sanitary sewers or storm sewers at or approximate to the Premises or elsewhere on the Airport, except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Landlord and Ground Lessor.

(K) Tenant shall not keep or store, or permit to be kept or stored, during any 24-hour period flammable liquids within any enclosed portion of the Premises in excess of the Tenant's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 100°F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association.

(L) Tenant shall not start or operate or permit another to start or operate any engine or any item of automotive equipment in any enclosed space on the Premises, unless such space is adequately ventilated and unless such engine or item of automotive equipment is equipped with a proper spark-arresting device which has been approved by the Landlord and Ground Lessor.

(M) Tenant shall not operate or cause or allow to be operated aircraft engines in or around the Premises other than for the purpose of taxiing or maneuvering aircraft to and from the Premises or in connection with authorized aircraft maintenance and repair or the Premises.

(N) Except as otherwise provided herein, Tenant shall not keep or store or permit to be kept or stored, aviation fuel on the Premises.

(O) Tenant shall not install, operate or maintain or allow the installation, operation or presence at the Premises of any public address system without the prior written approval of the Landlord and Ground Lessor.

(P) Tenant shall not fuel or defuel or allow the fueling or defueling of equipment in any enclosed portion of the Premises, except as provided in the Ground Lease

Section 4.03 Non-Discrimination.

(A) Without limiting the generalities of any of the provisions of this Lease, as a part of the consideration hereof, Tenant hereby acknowledges, covenants and agrees as a covenant running with the land (1) that no person on the grounds of race, creed, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises by Tenant; (ii) that in the construction of the improvements provided for in this Lease and the furnishing of services on the Premises by

Tenant, no person on the grounds of race, creed, color, sex, age or national origin shall be excluded from participation in, denied the benefits of, a or otherwise be subject to discrimination; and (iii) that Tenant shall use the Premises, maintain and operate its facilities and provide its services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations orders or directions of the United States of America with respect thereto which from time to time may be applicable to Tenant's operations on the Premises or at the Airport, whether by reason of agreement between Landlord and/or Ground Lessor and the United States Government, or otherwise. Tenant shall indemnify and hold harmless Landlord and Ground Lessor from any claims and demands of third persons and the United States of America resulting from Tenant's non-compliance with the provisions of this Section 4.03 and Tenant shall reimburse Ground Lessor and Landlord for any loss or expense incurred by reason of such non-compliance.

(B) Tenant hereby agrees that Landlord and Ground Lessor shall have the right, but not the obligation, to take any such action as the United States of America may direct to enforce the covenants and agreements of this Section 4.03.

ARTICLE 5.

TENANT'S COMPLIANCE WITH GROUND LEASE, RULES AND REGULATIONS

Section 5.01 Ground Lease.

(A) Landlord has furnished Tenant a true copy of the Ground Lease. By execution of this Lease, Tenant acknowledges receipt of such copy and agrees not to cause and not to permit any breach of Landlord's covenants under the Ground Lease relating to Tenant's use and occupation of the Premises and to be bound by all the terms and provisions of the Ground Lease. Tenant agrees to perform all of Landlord's obligations under the Ground Lease as the same applies to the Premises or the Airport including rules and regulations, except for the payment of Ground Rentals under the Ground Lease. Further, at such time as the Ground Lease has been entered into by and between Ground Lessor and Landlord, Tenant agrees to execute such amendments or modifications to this Lease as Landlord or Landlord's construction lender may reasonably require to properly conform the terms of this Lease to the terms and provisions of the Ground Lease as finally executed. Tenant shall indemnify Landlord against all actions, expenses, claims and demands made, suffered or sustained by the Landlord as a result of breach by the Tenant of the covenants as aforesaid. Tenant's obligations under this Section 5.01 or other sections of this Lease under which Tenant undertakes responsibilities with respect to the Ground Lease are in addition to and cumulative to the obligations of Tenant under sections of this Lease that may call for the same or similar compliance, action, or inaction by Tenant and

do not preempt the fields or subjects covered. However in the event this Lease permits or authorizes or does not prohibit action or inaction by the Tenant, but such action or inaction by Landlord as a tenant or lessee under the Ground Lease is prohibited, the Ground Lease shall govern.

(B) Without limiting the generality of any other term or provision hereof, Tenant hereby acknowledges and agrees as follows:

(1) This Lease is subject and subordinate to all of the terms, covenants, conditions, and provisions of the Ground Lease and the rights of the Ground Lessor thereunder, and the Basic Lease and the rights of Basic Lessor thereunder, and this Lease shall terminate and expire, without notice to Tenant, on the earliest to occur of the termination of this Lease, as provided herein, or the termination of the Ground Lease as provided therein unless otherwise provided by a non-disturbance agreement from the Ground Lessor.

(2) Tenant shall be bound by and subject to all of the terms and provisions of the Ground Lease with respect to Tenant's occupancy and use of the Premises thereunder and activities on or about the Premises, to the same extent and with like effect as to the Ground Lessor as if Tenant were Landlord, including, but not limited to the obligations of Landlord under the Ground Lease dealing with law compliance, compliance with Airport rules and regulations, the conduct of prohibited activities and operations, rights of entry and non-discrimination.

(3) Tenant shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, age or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E and that no person shall be excluded on the aforementioned grounds from participating in or receiving the services or benefits of any program or activity covered by 14 C.F.R. Part 152, Subpart E. Tenant shall require that its covered suborganizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

(4) This Lease is subject to the prior written approval and consent of Ground Lessor and such approval and consent is a condition precedent to the validity and effectiveness of this Lease.

Section 5.02 Landlord's Rules and Regulations. To facilitate the safe and orderly operation and care and cleanliness of the Premises and the Facility, Landlord may promulgate reasonable rules and regulations which shall not be inconsistent with the proper and rightful enjoyment of the Premises by Tenant and for the preservation of good order therein. Landlord shall also from time to time make reasonable amendments and additions to said rules and regulations. Tenant agrees that said rules and regulations shall be observed and performed by

Tenant, its employees and agents, and Tenant further agrees that it shall not permit conduct in violation thereof by its invitees and licensees. All such rules and regulations hereafter to be established by Landlord shall form a part of this Lease as if now set forth at length herein.

Section 5.03 Compliance with Laws, Rules and Regulations. Tenant agrees to comply and cause its employees, agents, invitees and licensees to comply, with reasonable promptness after being advised thereof, with all rules, regulations, orders and directives, pertaining to the Airport, now in existence or hereafter promulgated by the Ground Lessor or by any governmental authority or agency having jurisdiction thereover in the interest of health, safety, sanitation and good order at the Airport and the economic and efficient operation of the Airport and to cause its various tenants, invitees and licensees to comply with all present and future federal, state and municipal laws, statutes, ordinances and regulations hereafter enacted or promulgated, which may apply to the Airport or apply to or affect the use of the Premises and the Airport by Tenant. Tenant agrees to promptly make all nonstructural improvements, repairs and alterations to any and all facilities located in the Premises when required by law, ordinance, rule, order or regulation. Further, Tenant shall also comply and cause its employees, agents, invitees and licensees to comply with all valid and applicable rules, orders and regulations of (i) the police, health and fire departments, and (iii) the National Board of Fire Underwriters or similar organization for the prevention of fire or for the correction of unhealthy or hazardous conditions. Tenant shall procure from all governmental authorities having jurisdiction over the operations of Tenant hereunder all licenses, certificates, permits or other authorization which may be necessary for the conduct of such operations.

Section 5.04 Environmental Compliance Definitions.

(A) Hazardous Substances. As used below, "Hazardous Substances" shall mean any substances, or materials which are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), The Resource Conservation and Recovery Act, as now or hereafter amended ("RCRA").

(B) Hazardous Substance Laws. As used below, "Hazardous Substance Laws" shall mean any and all federal, state and local laws, ordinances, regulations and standards relating to the sale, generation, production, manufacture, refining, analysis, transportation, treatment, storage, handling, disposal or use of any Hazardous Substances or Hazardous Wastes.

(C) Hazardous Waste. As used below, "Hazardous Waste" shall mean any solid waste designated as hazardous waste or Hazardous Substance pursuant to any applicable state or local Hazardous Substance Laws, as now or hereafter amended, or as otherwise provided by federal or state law.

(D) Hazardous Substances or Wastes. As used below, "Hazardous Substances or Waste" shall mean Hazardous Substances, Hazardous Waste, or both.

(E) Environmental Laws. As used below, Environmental Laws" shall mean all federal, state or local statutes, laws, regulations or ordinances relating to industrial hygiene, worker and community safety and protection of the environment including, but not limited to, Hazardous Substance Laws.

(F) Tenant Responsible Action. As used below, "Tenant Responsible Action" or "Tenant Responsible Act" means each and any one of the following: (i) any spill or discharge in or on the Premises caused by anyone (other than Landlord or its agents or contractors or their employees) and also any act or failure to act by anyone (other than Landlord or its agents or contractors or their employees) in or on the Premises provided such spill or discharge or act or failure to act occurred during that part of the Term of this Lease after (and including) the Rental Commencement Date; and (ii) any spill or discharge or act or failure to act by Tenant, Tenant's affiliates, Tenant's contractors (and their subcontractors), and Tenant's invitees and customers and the agents or employees of any one of the foregoing in or on or about or with regard to the Premises occurring at any time.

Section 5.05 Environmental Cleanup. Tenant shall, at Tenant's own expense, comply with The Environmental Cleanup Responsibility Act, and all other applicable Environmental laws and the regulations promulgated thereunder ("ECRA") resulting from Tenant Responsible Action. In this regard, Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of, the particular governmental agencies (the "Bureau") and their successor bureaus and agencies, provided that Tenant shall not submit any information, documents or affidavits to the Bureau without Landlord's written consent prior to submission, which consent shall not be withheld unreasonably. Should the Bureau of any other division of the Bureau require that a clean up plan be prepared and that a clean up be undertaken because of any spills or discharges of Hazardous Substances or Waste resulting from Tenant Responsible Action, then Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurance, and carry out the approved plans. Tenant shall indemnify, defend and save Ground Lessor and Landlord harmless from fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with Tenant's failure to provide all information, make submissions and take all actions required by the Bureau or any other governmental agency regarding the matters covered by this Section 5.05. Tenant's obligations and liabilities under this Section 5.05 shall continue so long as Tenant remains responsible for any spills or discharges of Hazardous Substances or Waste resulting from Tenant Responsible Action.

Section 5.06 Environmental Permits and Licenses. Tenant shall, at its own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required under any Environmental Laws for Tenant's use of the Premises.

Section 5.07 Handling of Hazardous Substances and Waste. Tenant shall cause any and all Hazardous Substances or Waste removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and waste. Tenant shall in all respects generate, manufacture, refine, transport, treat, store, handle, or dispose of any and all Hazardous Substances or Waste in, on, under, on about the Premises in conformity with all applicable Hazardous Substance Laws and prudent industry practices regarding management of such Hazardous Substances or Waste. Upon expiration or earlier termination of the Lease Term, Tenant shall cause all Hazardous Substances or Waste resulting from Tenant Responsible Action to be removed from the Premises and to be transported for use, treatment, storage, or disposal in accordance and compliance with all applicable Hazardous Substance Laws; provided, however that Tenant shall not take any remedial action in response to the presence of any Hazardous Substances or Waste in, on or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with any party in respect of any claims relating to any Hazardous Substances or Waste in any way connected with the Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene, or otherwise appropriately assert and protect Landlord's interest with respect thereto.

Section 5.08 Environmental Damages: Notices. If at any time Tenant shall become aware, or has reasonable cause to believe, that any Hazardous Substance or Waste has come to be located in, on or about the Premises, immediately upon discovering such presence or suspected presence of any Hazardous Substance or Waste, Tenant shall take the appropriate remedial steps under the circumstances to mitigate damage or prevent future harm. Additionally, Tenant shall give written notice of that condition to Landlord and notify the appropriate authorities as required by law. In addition, Tenant shall notify Landlord immediately in writing of (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened against Tenant pursuant to any Hazardous Substance Law, (ii) any claim made or threatened by any person against Tenant relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Substances or Waste, and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Substances or Waste in, on or about, or removed from the Premises, including any inquiries, complaints, notices, warnings, or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all inquiries, claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises, or Tenant's use thereof. Upon written request of Landlord, Tenant shall deliver promptly to Landlord copies of manifests reflecting the legal and proper disposal of all Hazardous Substances or Waste removed from the Premises.

Section 5.09 Correspondence Regarding Environmental Laws. Tenant shall promptly provide Landlord with (i) all documentation and correspondence by and between Tenant and the Bureau and (ii) any notices, correspondence and submissions made by Tenant to the Bureau, the United States Environmental Protection Agency, the United States Occupational Safety and

Health Administration, or any other local, state) or federal authority which requires submission of any information concerning environmental matters or Hazardous Waste or Hazardous Substances, and any notices, correspondence, documents and directives received by Tenant from any of said agencies. This Section 5.09 applies only to the Premises. The information provided to Landlord pursuant to this Section 5.09 shall be kept in confidence by Landlord and its counsel and shall only be disclosed (i) in connection with the enforcement of the terms of this Lease, and/or (ii) to such governmental authorities as are entitled thereto under law or by court order.

Section 5.10 Indemnification by Tenant for Environmental Matters. Tenant shall indemnify and hold Landlord free and harmless from any and all liabilities, damages, claims, causes of action, costs or expenses, including reasonable attorneys' fees and the costs and expenses of investigating and defending any claims or proceedings against Landlord, resulting from or attributable to the use, sale, generation, production, manufacture, treatment, handling, analysis, storage, transportation, or disposal of Hazardous Substances or Hazardous Waste caused or resulting from Tenant Responsible Action or the violation of any and all Environmental Laws resulting from the business and operations of the Tenant conducted at the Premises and other Tenant Responsible Action or relating to the business and operations of the Tenant conducted at the Premises, whether such activities are known or unknown to Tenant, from and after the Commencement Date of this Lease.

Section 5.11 Access to Premises. Tenant shall permit the Bureau, Ground Lessor, Landlord or any agent thereof to enter the Premises at any time after reasonable written notice and with the opportunity for Tenant to have such entering party or agent accompanied by a representative of Tenant for any purpose including, but not limited to the purpose of fulfilling that party's obligations under any Environmental Law including, without limitation, its obligation to treat existing conditions. No notice or opportunity for a representative to accompany the entering party or agent shall be required in the case of an emergency.

ARTICLE 6.

IMPROVEMENTS AND ALTERATIONS

Section 6.01 Improvements and Alterations. After possession of the Premises by Tenant pursuant to the terms of this Lease Tenant shall make no alterations, additions, or improvements in or to the Premises in excess of $100,000.00 or, without regard to cost, that change the nature or reduce the value of the improvements or the Premises or which increases or reduces any of the separately described areas of the Premises without the prior written consent of Ground Lessor and Landlord, which consent of Landlord shall not be unreasonably withheld. Tenant shall secure any and all governmental permits required in connection with any such work, and shall hold Landlord harmless from any and all liability (including attorney's fees) resulting therefrom. Unless otherwise provided in the Ground Lease or Basic Lease or waived by the Ground Lessor and Basic Lessor, all alterations, additions and improvements (except trade fixtures, appliances and equipment which shall not be deemed a part of the Premises) shall

immediately become the property of Landlord without any obligation to pay Tenant therefor and shall not be removed by Tenant except as hereinafter provided. Upon the expiration or sooner termination of the Lease Term, Tenant shall, upon written demand by Landlord which shall be given at least ten (10) days prior to the end of the Lease Term, at Tenant's sole cost and expense, forthwith and with all due diligence remove any alterations, additions or improvements made by Tenant which are designated by Landlord for removal and repair any damage to the Premises caused by such removal.

Section 6.02 Liens. Tenant agrees that it shall not create or permit to be created any lien against the Premises or any part thereof. Further, Tenant agrees that it shall not enter into any contracts of a type which would attempt to permit a lien or liens to become attached to the remainder interests of Ground Lessor in the Premises. At Landlord's request, Tenant shall furnish written proof of payment of any items which would or might constitute the basis for such a lien on the Premises if not paid, and if an item is being contested by Tenant, evidence satisfactory to the Landlord that Tenant is contesting the validity thereof in good faith and has the financial ability to discharge the debt if the matter is decided adversely to Tenant. Nothing herein or elsewhere in this Lease shall infer, and it is not intended, that the Landlord's leasehold title, or other interest in the Premises may in any manner whatsoever be subordinated to any lien or other encumbrance., In the event that any such lien is filed against the Premises or the Facility, or, any portion thereof, or any interest therein, Tenant shall cause the same to be cancelled or discharged of record by payment, bonding or otherwise within twenty (20) days of the filing thereof. In the event that any such lien, claim or claims exceed, individually or in the aggregate, the sum of $10,000.00, bonding by Tenant with respect to such excess amount shall not be sufficient to comply with Tenant's obligations hereunder; and Tenant shall cause any such lien to be canceled or discharged of record by payment within twenty (20) days after the filing thereof, or at such earlier time as shall be necessary to prevent foreclosure thereof. In the event that any such lien is attached to the Premises, the Facility or any portion thereof or interest therein, and Tenant shall fail to obtain the cancellation or discharge of the same within the time period provided hereinabove, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same, and any amount paid by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as additional rent. Tenant shall indemnify and hold Landlord harmless from all costs, damage, claims and expense (including attorneys' fees) occasioned by the filing of any such lien.

ARTICLE 7.

INDEMNITY

Section 7.01 Indemnity. Tenant agrees that Landlord shall not be liable for injury to any person, or for the loss of, or for the damage to, any property (including property of Tenant) occurring in or about the Premises from any cause whatsoever, except for Landlord's negligence. Tenant hereby indemnifies and holds Landlord harmless from and against same and agrees to defend Landlord against any and all claims, charges, liabilities, obligations, penalties

damages, costs and expenses (including attorney's fees) arising, claimed, charged, or incurred against or by Landlord from any matter or thing arising from Tenant's use of the Premises, the conduct of its business or from any activity, work or things done, permitted, or suffered by the Tenant in or about the Premises. Tenant shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of such claim Tenant shall defend the same at Tenant's sole expense by counsel satisfactory to Landlord. The indemnification provided in this Section shall survive any termination or expiration of this Lease. Landlord agrees not to settle any claim or demand against Landlord covered by the indemnity provisions of this Section 7.01 without giving Tenant reasonable notice of Landlord's intention to settle and the terms of such proposed settlement and without giving Tenant the opportunity to give its input and without Tenant's approval, which approval Tenant agrees not unreasonably to withhold. Without limiting the generality of the above, Landlord and its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises, or from pipes, appliances or plumbing works therein or from the roots, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence or willful misconduct of Landlord, its agents, servants or employees. Landlord and its agents shall not be liable for interference with the light, air, or any latent defect on the Premises. Tenant shall give prompt notice to Landlord in case of casualties or accidents on the Premises.

ARTICLE 8.

INSURANCE

Section 8.01 Insurance. Beginning on the day that is fifteen (15) days before the earlier of the Rental Commencement Date or the date Tenant or contractors of Tenant first enter the Premises with regard to beginning the installation of the Tenant Supplied Improvements, the Tenant, at its own expense and in its own name as insured and with the Port Authority, the Landlord and Landlord's lenders, as additional insureds, shall procure and, throughout the Lease Term, maintain a policy or policies of Comprehensive General Liability Insurance, including but not limited to, coverage with a broad form property damage endorsement, premises-operations, products liability, warehouseman's legal liability and explosion, collapse and underground property damages coverage, personal injury and independent contractors and providing for the coverage in the limits set forth below; and Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles, automatically covering newly acquired vehicles, and providing for coverage in the limits set forth below; with contractual liability endorsements and Workers' Compensation and Employer's Liability Insurance in accordance with the requirements of law; which insurance shall be in addition to all policies of insurance otherwise

required by this Lease, said insurance not to contain any care, custody or control exclusions, and not to contain any exclusion for bodily injury to or sickness, disease or death of any employee of the Tenant or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. The said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the named insured thereunder with respect to any claim or action against the named insured by a third person shall pertain and apply with like effect with respect to any claim or action against the Tenant by the Port Authority or the Landlord but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority and Landlord thereunder as an additional insured. In addition, said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Port Authority or the Landlord thereunder with respect to any claim or action against the Port Authority or the Landlord by the Tenant or its contractor(s) shall be the same as the protections afforded the named insured thereunder with respect to any claim or action against the named insured by a third person as if the Port Authority and Landlord and the Landlord's lenders were the named insured thereunder. Said insurance shall be with an insurance company or insurance companies licensed to do business in New Jersey and otherwise acceptable to Landlord and the Port Authority. Said insurance shall be in not less than the following amounts:

		Minimum Limits
(1)	Comprehensive General Liability Insurance:	
	Combined single limit per occurrence for death, bodily injury and property damage liability	$25,000,000.00
(2)	Comprehensive Automobile Liability Insurance: (covering owned, non-owned and hired vehicles)	
	Combined single limit per occurrence for death, bodily injury and property damage liability	$25,000,000.00

Tenant shall, at its own expense, also maintain at all times during the Lease Term (a) insurance covering its furniture, fixtures, equipment and inventory against, fire and all risks covered by standard extended coverage endorsement in an amount equal to the full insurable replacement value thereof and (b) Worker's Compensation insurance as required by law. Landlord and Ground Lessor and Landlord's lenders shall be named as Additional Insureds in all of said policies referred to in this Section 8.01, and Landlord and Ground Lessor shall each be furnished with a copy of such policy or policies of insurance which shall bear an endorsement

that same shall not be cancelled, terminated, materially modified or changed without thirty (30) days prior written notice to Ground Lessor and Landlord. If aircraft liability insurance becomes commercially available to Tenant, Tenant shall also obtain and maintain same hereunder with coverage in the minimum amounts then required by Ground Lessor. If Tenant fails to maintain any insurance provided for herein, Landlord may (but is not obligated to) maintain the same on behalf of Tenant, and any premiums paid by Landlord shall be deemed additional rent and shall be due on the payment date of the next installment of Base Rent hereunder.

Section 8.02 Waiver of Right of Recovery. Tenant hereby releases Landlord from liability and waives all right of recovery against Landlord for any loss in or about the Premises from perils insured against/under Tenant's insurance policies including any extended coverage endorsements thereof, whether due to negligence or any other cause or would have been insured against under policies required hereunder to be carried by Tenant but not carried. The parties agree to obtain from their respective insurance carrier endorsements waiving rights of subrogation as against the other party.

Landlord hereby releases Tenant from liability and waives all right of recovery against Tenant for any loss in or about the Premises from perils insured against/under Landlord's insurance policies including any extended coverage endorsements thereof, whether due to negligence or any other cause. The parties agree to obtain from their respective insurance carrier endorsements waiving rights of subrogation as against the other party.

Section 8.03 Certificates of Insurance. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant under the provisions of this Lease shall be delivered to Landlord and Ground Lessor at least fifteen (15) days prior to the earlier of (i) the Rental Commencement Date or (ii) the date Tenant or contractors of Tenant first enter the Premises with regard to beginning the installation of the Tenant Supplied Improvements and thereafter, at time of policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Lease. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

ARTICLE 9.

COMMON AREAS

Section 9.01 Control of Common Areas by Landlord. Except as may be otherwise provided by the intertenant agreement referred to in Section 1.01 or in a subsequent written agreement executed by Landlord and Tenant, Landlord shall at all times have the exclusive control and management of the common areas which shall include but not be limited to, all vehicle parking areas, access roads, driveways, sidewalks, landscaped areas, exterior stairways, and other areas, improvements and facilities provided by Landlord for the general use of tenants

of the Facility, their officers, agents, employees and invitees; provided, however, such common areas shall not include any of the aircraft apron or GSE areas which are in or service either the Facility or the Premises or other premises in the Facility. Landlord shall have the right from time to time to employ personnel, establish, modify and enforce reasonable rules and regulations, construct and maintain all common operating facilities, police the common areas and facilities, change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to, restrict parking by Tenant, its officers, agents and employees to employee parking areas, close all or any portion of the common areas and facilities in order to permit maintenance and other required activities and to prevent the accrual of any right in any person or the public thereto, close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking, and to do or perform such other acts in and to the common areas and facilities as, in the exercise of its judgment, Landlord shall determine to be appropriate to the maintenance and improvement of the convenience and use thereof by tenants of the Facility, their employees, invitees and customers.

Section 9.02 License. All common areas and facilities which Tenant may be permitted to use and occupy are to be used and occupied under a revocable license. If the amount of such areas or facilities be diminished, such diminution shall not be deemed constructive or actual eviction. Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent.

ARTICLE 10.

ASSIGNMENT OR SUBLEASE

Section 10.01 Conditions for Assignment or Sublease by Tenant. Tenant shall not assign, sublease, mortgage, sell and lease back, hypothecate, or transfer this Lease, or any interest therein, nor shall this Lease or any interest therein be assignable or transferable by operation of law or by any process or proceeding of any court or other agency, board or tribunal without first obtaining the prior written consent of the Ground Lessor and complying with the applicable provisions of the Ground Lease, and without also first obtaining the prior written consent of Landlord, which consent of Landlord shall not be unreasonably withheld if the consent of the Ground Lessor is first obtained and the applicable provisions of the Ground Lease are first complied with.

Section 10.02 Assignment by Landlord. Landlord shall have the absolute right to assign or otherwise transfer its interest hereunder and/or in the Premises or any portion thereof without the consent of Tenant. The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners of the Premises at the time in question, and in the event of any transfer or transfers of the title thereto, Landlord herein named (and in the case of any subsequent transfer or conveyance the then transferor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants

or obligations on the part of Landlord contained in this Lease thereafter to be performed, provided that any funds in the hands of such Landlord or the then transferor at the time of such transfer, in which Tenant has an interest, shall be turned over to such transferor, and further provided that any such transferee expressly assumes the covenants and obligations on the part of Landlord contained in this Lease thereafter to be performed. The covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect to their respective successive period of ownership, except as may be expressly otherwise stated in this Lease. Any estate, right, title or interest of Landlord assigned hereunder may be assigned in like manner by any assignee thereof.

ARTICLE 11.

TAXES AND UTILITIES

Section 11.01 Taxes. Tenant shall pay or cause to be paid before delinquency all income and personal property taxes, assessments, license fees and public charges levied, assessed or imposed upon or measured by the value of its business operation, including, but not limited to, the furniture, fixtures, leasehold improvements, equipment and other property of Tenant at any time situated on or installed in the Premises. If at any time during the term of this Lease all of the foregoing are assessed as part of the real property of which the Premises are a part, Tenant shall pay to Landlord upon demand, as rent in addition to the Base Rent, the amount of such additional taxes as may be levied against said real property by reason thereof. For the purpose of determining said amount, the determination by the Newark Tax Assessor as to amount so assessed shall be conclusive.

Section 11.02 Utilities. Tenant shall pay throughout the term of this Lease for all charges which are separately metered or otherwise charged to the Premises for utilities including, but not limited to, electricity, heat, oil, gas, water, sewage, garbage disposal, telephone and telegraph. Tenant shall also provide its own janitorial services, replacement of light bulbs and tubes and all washroom and toilet supplies. If any such services are not separately metered or charged to Tenant, Tenant shall pay its pro rata share of the cost for such services, determined according to the ratio that the area of the Premises bears to the total rented area of the Facility, as this adjusts from time to time except that to the extent HVAC and other utilities that serve the administrative/office spaces are not separately metered between the Premises and the premises of other tenants, the cost thereof shall be allocated among and paid by the Tenant and other tenants pro-rated based upon the percentage of the square footage of their respective administrative/office space is of the total square footage of all administrative/office spaces in the First Phase Building or the Facility, as may be appropriate.

ARTICLE 12.

REPAIR AND MAINTENANCE

Section 12.01 Repair and Maintenance by Tenant. Tenant shall at all times throughout that part of the term of the Lease from and after (and including) the Rental Commencement Date, at its sole cost and expense, maintain and keep the Premises (including, without limitation, the exterior doors and entrances, all windows and molding and trim of all doors and windows, all mechanical, utility and electrical systems, all fixtures, the interior of the Premises and all other parts and make all other repairs except those repairs required of Landlord under Section 12.02) as well as the fire protection alarm and sprinkler systems of the Premises, and appurtenances thereof (including, without limitation, all heating, air conditioning, plumbing and electrical systems of the Premises) in good order, condition and repair, damage by unavoidable casualty excepted. Without limiting the general requirements contained herein, Tenant shall keep the glass of all windows and doors clean and presentable, at reasonable intervals paint or refinish the interior of the Premises and keep same free from uncleanliness or obstruction. Tenant shall give Landlord or its agents prompt written notice of any accident to or defects in the plumbing systems, electrical systems, and heating and air conditioning systems. Any damage to same resulting from misuse, acts or omissions of Tenant, its employees, agents, or invitees shall be repaired by Landlord at Tenant's sole cost, or with Landlord's approval not to be unreasonably withheld and subject to Landlord's general oversight, Tenant may cause such repairs to be made at Tenant's expense by Tenant's contractors approved by Landlord (such approval also not to be unreasonably withheld). With respect to any of the repair and maintenance items set forth in this Section 12.01 hereinabove, Landlord may, at its option, make such repairs, without liability to Tenant for any loss or damage which may result in Tenant's stock or business by reason of such repairs and maintenance, and Tenant shall pay to Landlord upon demand, as additional rent hereunder, the cost of such repairs, together with a reasonable allowance for Landlord's overhead costs attributable to such repairs and maintenance.

Section 12.02 Repair by Landlord. Except as otherwise provided in Section 12.01 or this Section 12.02 of this Lease, Landlord shall at all times throughout the term of the Lease and at its expense make all necessary repairs to the exterior walls, roof, foundations and building structure ("Landlord Responsible Repair Elements") of the Premises except those caused by Tenant, Tenant's contractors, invitees, customers and their employees and except those made necessary by Tenant's failure to properly maintain such items. Tenant shall immediately inform Landlord of any necessary repairs, but shall make no such repairs without Landlord's prior written consent. Landlord shall make such repairs to the exterior walls, roof, foundations and building structure without liability to Tenant for any loss or damage which may result in Tenant's stock or business by reason of such repairs and maintenance. Landlord shall have the right, without liability, to enter the Premises for the purpose of inspection or making those repairs required under this Section 12.02 or under Section 12.01 hereinabove. Except as otherwise specifically provided herein, there shall be no abatement of rent or liability of Landlord by reason of any injury to or interference with Tenant's business arising from the

making of, or failure to make, any repairs, alterations or improvements in or to any portion of the Premises or to fixtures, appurtenances and equipment therein.

Section 12.03 Surrender of Premises. At the expiration or sooner termination of this Lease, Tenant shall return the Premises to Landlord in the same condition as the Premises existed at the commencement of this Lease (or, if altered by Landlord or Tenant with Landlord's consent, then the Premises shall be returned in such altered condition), with reasonable wear and tear excepted. Tenant shall remove all trade fixtures, appliances and equipment which do not become a part of the Premises together with those alterations which Landlord designates to be removed. Tenant shall restore the Premises to the original condition existing prior to the installation of said items. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease.

Section 12.04 Acceptance of Premises. By taking occupancy of the Premises, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair.

Section 12.05 Entry for Repairs and Inspection. Tenant covenants and agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Premises at all reasonable hours to inspect the same, make repairs, alterations or additions thereto, to conduct pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus, fire alarm and smoke detector systems and any other fire protective systems which constitute a part of the Premises, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided however, that Landlord agrees not to unreasonably. interfere with Tenant's business operations in connection with any such entry.

ARTICLE 13.

DEFAULT AND REENTRY

Time is of the essence of this Lease. In the event any of the following events occur:

(1) Tenant fails to pay Landlord any installment of rent or other payments required under Article III hereof or any other payment required under the provisions of this Lease on or before the date due and does not make the payment with the late charge and interest provided for herein within six (6) days following notice of such failure; or

(2) The Tenant shall voluntarily abandon, desert or vacate the Premises or discontinue its operations at the Airport, or after exhausting or abandoning any right of further appeal, the Tenant shall be prevented for a period of thirty (30) days by action of any governmental agency other than the Port Authority having jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of the Tenant; or

(3) A voluntary petition in bankruptcy is filed against Tenant under any chapter of the Bankruptcy Code, 11 U.S.C. Paragraph 101 et seq., or Tenant makes an assignment for the benefit of creditors, or becomes insolvent; or

(4) There shall be an involuntary bankruptcy or receivership petition filed with respect to Tenant, or any attachment, execution or other judicial seizure of, or affecting, the properties and assets of Tenant, or affecting the Premises, or any part thereof, unless Tenant causes such petition to be dismissed, or dissolves, bonds against, or otherwise eliminates such attachment, execution or seizure within thirty (30) days of its occurrence; or

(5) There is a transfer, hypothecation, assignment, sublease or conveyance of the Premises or any portion thereof or interest therein by Tenant without Ground Lessor's prior written approval and Landlord's prior written consent; or

(6) Tenant fails to timely deposit a letter of credit or cash as required by Section 3.05; and

(7) Tenant shall default in the observance or performance of any term, covenant (including, without limitation, the covenant to provide an estoppel certificate as required by Section 17.03 of this Lease), condition or provision of this Lease, the Ground Lease, or any other agreement or instrument executed between Tenant and Landlord and such default shall not have been remedied within thirty (30) days after the earlier of (i) Tenant's knowledge of such default or (ii) Landlord's notice to Tenant of such default;

THEN, AND IN ANY ONE OR MORE OF SUCH EVENTS, in addition to any other remedies conferred upon Landlord at law or in equity or provided by law or equity, Landlord shall have the absolute right, at its election, but to the extent permitted by applicable laws, without further notice or demand, to exercise any one or more of the following remedies:

(A) Landlord may terminate the Term of this Lease and forthwith repossess the Premises and be entitled to recover forthwith as damages, a sum of (i) all rents and other indebtedness accrued to the date of such termination; (ii) the cost of recovering the Premises; (iii) the cost of removing and storing Tenant's and any other occupant's property located therein; (iv) the cost of reletting the Premises (including, without limitation, brokerage commissions); (v) the cost of decorations, repairs, changes, alterations and additions to the Premises whether accomplished in one or more steps or phases; (vi) the cost of collecting such amounts from Tenant hereunder; (vii) an amount equal to the product of the sum of all of Landlord's soft and hard costs of developing and constructing the Premises (including, without limitation, the Tenant Improvements) times a fraction, the numerator of which is the number of months and partial months remaining in the Term of this Lease had the Term not been terminated and as though the Term would exist for its maximum possible length, and the denominator of which is the number of months or partial months in the Term of this Lease from the Rental Commencement Date through the end of the Term of this Lease had the Term not been terminated and as though

the Term would exist for its maximum possible length; and (viii) any other sums of money or damages that may be owed to Landlord as a result of a default by Tenant or the exercise of Landlord's rights at law or in equity. If upon such reentry there remains any personal property of Tenant or any other person upon the Premises, the Landlord may, but is without obligation to do so, remove such personal property and hold it for the owner thereof or place the same in a public garage or warehouse, all at the expense and risk of the owner thereof, and Tenant shall reimburse Landlord for any expenses incurred in connection with such removal and storage. Landlord shall have the right to sell such stored property provided it has given Tenant not less than thirty (30) days prior written notice of such intended sale. The proceeds of such sale shall be applied first to the cost of sale, second to payment of storage charges, third to payment of any other amounts then due from Tenant to Landlord and the balance, if any, shall be paid to Tenant.

(B) Landlord may terminate Tenant's right of possession (without terminating the Term of the Lease) and may repossess the Premises by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease in which event Landlord may, but shall be under no obligation to do so, relet the Premises or any portion thereof for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. If Landlord shall fail or refuse to relet the Premises, or if the same are relet and a sufficient sum shall not be realized from such reletting to satisfy the rent provided for in this Lease to be paid, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease for such period or periods, or if the Premises have been relet, the Tenant shall satisfy and pay any such deficiency upon written demand thereof or from time to time. Landlord shall also be entitled to recover forthwith as damages, a sum of (i) all rents and other indebtedness accrued to the date of such termination, (ii) the cost of recovering the Premises, (iii) the cost of removing and storing Tenant's and any other occupant's property located therein, (iv) the cost of reletting the Premises (including, without limitation, brokerage commissions), (v) the cost of decorations, repairs, changes, alterations, and additions to the Premises whether accomplished in one or more steps or phases, (vi) the cost of collecting such amounts from Tenant hereunder and (vii) any other sums of money or damages that may be owed to Landlord as a result of a default by Tenant or the exercise of Landlord's rights at law or in equity. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this subparagraph (b) from time to time, and that no delivery or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord, nor shall such reletting be construed as an election on the part of Landlord to terminate the Term of this Lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at such time thereafter elect to terminate this Lease for such previous breach.

(C) Landlord may exercise all other remedies as to Tenant as are available to Ground Lessor with regard to Landlord as Lessee under the Ground Lease.

(D) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord upon demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(E) Landlord agrees to make reasonable efforts to mitigate its damages.

ARTICLE 14.

CONDEMNATION

Section 14.01 Permanent Taking. If the Premises or any portion thereof are taken by condemnation or under the power of eminent domain, or sold by Landlord under threat of the exercise of said power or pursuant to any applicable provision of the Ground Lease and the Ground Lease, with respect to the Premises or any portion thereof, is terminated pursuant to the provisions thereof, (all of which is hereafter referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date the Tenant is deprived of physical possession thereof or the date of such taking, whichever first occurs. In such event, Base Rent, additional rental and all other payments due under this Lease shall be apportioned and paid by Tenant to the date of such termination. In the event this Lease is terminated as to only part of the Premises, it shall remain in full force and effect as to the portion of the Premises remaining, with the rent reduced proportionally to the reduction in floor area of the Premises.

Section 14.02 Temporary Taking. If the Premises or any portion thereof are taken by condemnation or under the power of eminent domain for an indefinite period of time or for a term terminable at will or at sufferance or for a term measured by a war or an emergency or other contingency or for a fixed term expiring prior to the expiration of this Lease, this Lease shall remain in full force and effect, except to the extent Tenant may be prevented from doing so by the terms of the Ground Lease, and the Tenant shall continue to pay all Base Rent, additional rent and other charges payable by Tenant hereunder without any reduction or abatement, but the Tenant shall have the right to claim, and in the event of an award shall be entitled to retain, the amount which may be awarded as damages or paid as a result of the temporary taking of all or any portion of the Premises, subject however to Section 22 of the Ground Lease.

Section 14.03 Awards. Subject to the provisions of the Ground Lease, all awards for the taking of any part of the Premises or any payment made under threat of exercise of power of eminent domain or pursuant to any applicable provision of the Ground Lease shall be the sole property of Landlord, pursuant to the provisions of the Ground Lease whether made as compensation for diminution in value of the leasehold or for the taking of the fee, severance damages or any other costs. Neither Landlord nor Ground Lessor shall have any liability whatsoever to Tenant for said condemnation.

Section 14.04 Controlling Document. In the event any financing secured by Landlord and placed on the Premises provides for condemnation, then the terms with respect to condemnation contained in the documentation evidencing such financing shall control and the foregoing provision may be modified accordingly.

ARTICLE 15.

CASUALTY

In the event the Premises are damaged or destroyed to such an extent as to render the same untenantable or unusable in whole or in part, Landlord shall restore the Building Shell part of the Premises and the Tenant Improvements with due diligence, in accordance with the provisions of the Ground Lease, and this Lease shall continue in full force and effect but with abatement or reduction as is appropriate in the payment of Base Rent, additional rental or any other charge payable by Tenant hereunder.

ARTICLE 16.

INABILITY TO PERFORM

This Lease and the obligation of Tenant to pay Base Rent, additional rent and the other charges payable by Tenant hereunder and to perform all of the other covenants and agreements set forth herein shall in no event be affected, impaired or excused because either the Ground Lessor or the Landlord is unable to supply, or is delayed in supplying, any service to be supplied by Ground Lessor under the Ground Lease or Landlord under this Lease or is unable to make, or is delayed in making, any repairs if either the Ground Lessor or Landlord is prevented or delayed from so doing by reason of strikes or labor troubles or for any cause beyond the control of Ground Lessor or Landlord, including, but not limited to, governmental preemption in connection with a National Emergency, or by reason of any rule, order or regulation of any department or subdivision of any other government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

ARTICLE 17.

SUBORDINATION AND ESTOPPEL

Section 17.01 Subordination. This Lease is subject and subordinate to the Ground Lease and the Basic Lease. This Lease is also subject and hereby subordinate to all present mortgages, security deeds and security assignments and security agreements, deeds of trust and other encumbrances affecting the Premises or the leasehold created by this Lease or the property shown on Exhibit "B" (or the 2.51 acre parcel delineated on Exhibit "A", if such parcel becomes a part of the Land) of which the Premises are a part. This Lease will also be subject and subordinate to any and all future mortgages and deeds of trust, security deeds, security

assignments, and security agreements that may affect the Premises or the property described in Exhibit "B" of which the Premises are a part or the leasehold created by this Lease provided the holder of such future mortgage, deed of trust, security deed, security assignment or security agreement executes an agreement that such subordination shall not affect the Tenant's right to possession, use and occupancy of the Premises in accordance with this Lease so long as and provided Tenant is not in default under any term, condition, covenant or provision of this Lease. This Lease is also subject and subordinate to all present and future easements and other non-debt type encumbrances. Simultaneously herewith, Landlord, Tenant and Ground Lessor are entering into a Subordination, Non-Disturbance and Attornment Agreement. Tenant will, upon Landlord's request, execute such instruments as may be requested or required from time to time to subordinate or further evidence the subordination of the rights and interest of Tenant under this Lease to the lien of any mortgage or security deed or security assignment or security agreement or deed of trust which may at any time be placed upon the land of which the Premises are a part or on the Premises or on the leasehold created by this Lease; provided, however, such subordination shall not affect the Tenant's right to possession, use and occupancy of the Premises so long as and provided Tenant is not in default under any term, condition, covenant or provision of this Lease. The holder of any mortgage, deed of trust, security deed, security assignment, and security agreement to which this Lease is subordinate or to which this Lease is or has been made subordinate may unilaterally make the deed, assignment, mortgage, or agreement subordinate to this Lease by document so stating and so executed by such holder and recorded in the Register's Office of Essex County, Georgia or sent to the Tenant.

Section 17.02 Attornment. Tenant agrees that any such subordination agreement will contain a provision satisfactory to Landlord's lender whereby Tenant will agree, in the event of foreclosure of any such mortgage or deed of trust, to attorn to and recognize as its Landlord under the terms of this Lease said lender, any purchaser of the Leasehold at a foreclosure sale, or their successors or assigns.

Section 17.03 Estoppel Certificate. At any time and from time to time, Tenant agrees that it will, within ten (10) days after receipt of a request therefor, execute and deliver to Landlord, Landlord's lender, proposed lender, any transferee or assignee of Landlord's interest in this Lease or proposed transferee or assignee, or to the Ground Lessor, an estoppel certificate in the form attached hereto and made a part hereof as Exhibit "E", and certifying to such other matters as may be reasonably requested by Landlord, Landlord's lender, proposed lender, any transferee or assignee of Landlord's interest in this Lease or proposed transferee or assignee, or the Ground Lessor. In the event that Tenant fails to provide such certificate within ten (10) days after request therefor, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant and Landlord is hereby authorized to so certify and the Landlord is appointed Tenant's attorney-in-fact with the power to sign such certificate on behalf of Tenant, such appointment and power being coupled with an interest and irrevocable.

Section 17.04 Notice to Mortgagee. Tenant agrees to give any present or future mortgagee, or to any present or future security deed, assignment or agreement holder and

grantee of a deed of trust, of the Premises or the property described in Exhibit "B" of which the Premises are a part, or of the leasehold created by this Lease, a copy of any notice of default served upon Landlord by Tenant. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then any such mortgagee, grantee, holder or assignee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such time, then such additional period of time as may be necessary to cure such default if within such thirty (30) days the mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default. No default by Landlord shall give cause for termination of the Lease by Tenant.

ARTICLE 18.

SIGNS

Section 18.01 Signs. Subject to the prior written approval of Landlord and Ground Lessor, Tenant, may install and maintain signs in and on the Premises identifying it and its operations; provided, however, that all such signs shall conform to all applicable laws codes, ordinances and governmental and state aviation regulatory agency regulations and requirements as to design, placement, erection, repair and maintenance and the prior written approval of Landlord and Ground Lessor shall include approval as to content, color, size, design and location. Tenant shall erect no advertising material at the Airport outside the Premises without the prior written consent of Ground Lessor. Interior signs affecting public safety and security shall be in accordance with the established standards of the Ground Lessor.

ARTICLE 19.

QUIET ENJOYMENT

Landlord agrees that, upon payment of rental and performance of all covenants and agreements on the part of Tenant to be performed hereunder and subject to all terms and provisions of this Lease, Tenant shall peaceably have and enjoy the Premises and all rights and privileges granted herein free of disturbance by anyone claiming under or through Landlord or by the Ground Lessor on account of a default by Landlord in paying the rent under the Ground Lease. More particularly, Tenant agrees that temporary inconveniences, including as illustration and not limitation, such occurrences as noise, disturbance, traffic detours caused or associated with Airport or Facility operations as well as those caused by or associated with the construction of Airport or Facility improvements or actions of the United States government shall not constitute a breach of this paragraph.

ARTICLE 20.

SURRENDER OF PREMISES

At the expiration or sooner termination of this Lease, Tenant shall promptly surrender possession of the Premises to Landlord and shall deliver to Landlord all keys that it may have to any and all parts of the Premises and the Facility.

ARTICLE 21.

NET LEASE

This Lease is a "net" Lease and Tenant shall (except as expressly provided to the contrary herein) pay all costs, taxes and assessments which are connected with or arise out of the possession, use or occupancy of the Premises or any portion thereof. All accounts payable by Tenant to Landlord hereunder shall be paid by Tenant without notice or demand (except as herein otherwise provided) and without any set-off, counterclaim, deduction, defense, abatement, suspension, diminution or reduction of any kind or for any reason. More particularly, this Lease is intended as a bondable net Lease that will afford a constant rent stream notwithstanding any defaults by Landlord or claims by Tenant against Landlord, and no such occurrence shall excuse Tenant's full performance under this Lease nor be ground for offset against rents.

ARTICLE 22.

NOTICES

All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified, registered or express mail to the following respective addresses:

LANDLORD:

Airis Newark, L.L.C.
700 Louisiana Street, Ste. 950
Houston, Texas 77002
Attention: Mr. Ronald Factor

with a copy to:

Sales, Goodloe & Golden
One Peachtree Center
Suite 4320
303 Peachtree Street
Atlanta, Georgia 30308
Attention: Stephen H. Goodloe, Esq.

TENANT:

Virgin Atlantic Airways, Ltd.
1983 Marcus Avenue
Suite 100
Lake Success, New York 11042
Attention: Mr. Angelo Pusateri

with a copy to:

William F. Lang, III, Esq.
Weiner and Associates
200 Executive Drive
Suite 175
West Orange, New Jersey 07052

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by certified or registered mail shall be deemed to have been given two (2) business days following date of mailing, notices sent by express mail or overnight delivery shall be deemed to have been given one (1) business day following the date of mailing or deposit with the overnight delivery service (including such companies as FedEx) and notices given by personal delivery shall be deemed to have been given upon receipt.

ARTICLE 23.

PARKING

Section 23.01 Parking. Landlord shall make available to Tenant parking spaces totalling one (1) space for each 250 square feet of administrative/office area leased hereunder and one (1) space for each 2,000 square feet of cargo handling area leased hereunder, but for a total of not less than forty (40) parking spaces, located in the surface parking lot to be constructed at the Facility. Tenant shall pay Thirty and No/100 Dollars ($30.00) per month for each parking space, commencing on the Rental Commencement Date, payable in advance on the Monthly Base Rent due dates. The monthly charge per parking space is subject to increase annually by

using the same formula, the same Inflation Factors and CPI and the caps on the CPI increases all as provided in Section 3.01 for the increases in the monthly Base Rent, except of course, the monthly charge for a parking space is used in such computations instead of a monthly Base Rent number. Tenant shall have the exclusive use of these parking spaces during the part of the Lease Term following the Rental Commencement Date. Although the spaces will be "exclusive" to Tenant and marked "reserved," Landlord shall have no obligation to police or ensure their exclusivity. Landlord shall have the right during temporary periods of construction, maintenance or repair on the Facility to provide suitable alternative parking spaces or facilities within the Facility or in reasonable proximity to the Facility for the loss of any of such parking spaces. Landlord may make, modify and enforce reasonable rules and regulations relating to the parking of cars and trucks in such parking areas.

ARTICLE 24.

TERMINATION RIGHT

Section 24.01 Tenant's One-Time Termination Right. Tenant may strictly in accordance with this Section 24.01 terminate the Term of this Lease effective at 11:59 P.M. on the day ("Early Expiration Opportunity Date") before the eleventh (11th) anniversary of the Rental Commencement Date by giving Landlord written notice of such termination no later than one hundred eighty (180) days prior to the Early Expiration Opportunity Date ("Early Termination Deadline") and no earlier than three hundred sixty (360) days prior to the Early Expiration Opportunity Date provided that no event of default or any occurrence but which for notice and passage of time would be an event of default is in existence or occurs ("Disqualifying Circumstance") at any time between the three hundred sixty-first (361st) day before the Early Expiration Opportunity Date and the Early Expiration Opportunity Date or on the Early Expiration Opportunity Date. The notice of termination provided for herein may not be given more than once. A notice of termination given while a Disqualifying Circumstance counts as a notice for the purpose of the preceding sentence but is otherwise ineffective. Tenant's right of termination under this Section 24.01 expires at 5:00 P.M. on the Early Termination Deadline.

ARTICLE 25.

[THERE IS NO ARTICLE 25.]

ARTICLE 26.

OPERATIONS

Section 26.01 Additional Provisions Concerning Operations.

(a) The Tenant shall use every effort to enter into, obtain, procure and maintain any and all agreements, permissions, approvals or other authority necessary for the operation of the

Premises and shall upon request from the Port Authority or the Landlord furnish to the Port Authority and the Landlord a copy of any and all such agreements, permissions and approvals as requested by the Port Authority or the Landlord.

(b) The Tenant agrees to assume all financial risks associated with the operation of the Premises and the fact that the Tenant loses or has lost money or is not making a profit thereon shall in no event excuse the performance or observance by the Tenant under the Lease or be the basis for any claim or action against the Port Authority or the Landlord under the Lease or otherwise.

(c) It is hereby agreed and understood that the Tenant shall operate the Premises with trained personnel to perform cargo handling at the Premises and shall pay the required fees on gross receipts to the Port Authority pursuant to the Permit (hereinafter called the "Cargo Permit") heretofore or hereafter issued to the Tenant by the Port Authority. If required by the Port Authority or the Ground Lease, Tenant agrees to apply for the Permit and apply for and enter into the cargo handling agreement as requested by the Port Authority and operate in a manner consistent with the Permit and the cargo handling agreement. All other entities desiring to have air cargo handled by Tenant shall enter into a handling agreement with Tenant and the Landlord, all of which agreements shall be submitted to the Port Authority for its consent and the Tenant shall pay the required fees on gross receipts from such entities to the Port Authority pursuant to the respective Cargo Permit covering the operations of the Tenant. Nothing herein shall limit or alter in any way the Port Authority's right to revoke the permission granted under any Cargo Permit. No such revocation will excuse Tenant's liability under this Lease.

(d) With respect to cargo activity on and at the Premises, the parties hereby agree as follows: Commencing with the fifth (5th) anniversary (herein called the "Fifth Anniversary") of the Initial Occupancy Date (defined in Section 2(h)(2) of the Ground Lease) and continuing during the remainder of the term of the letting hereunder, Tenant agrees to meet Tenant's "Individual Standards" set forth in the Ground Lease calculated in accordance with Section 52(e) of the Ground Lease failing which the Ground Lessor (or Landlord, if required by the Ground Lessor) may exercise Ground Lessor's rights and/or Landlord's obligations as set forth in Section 52(e) for such failure. Tenant agrees fully to abide by all the provisions of Section 52(e).

(e) The Tenant hereby acknowledges and agrees that the terms and provisions of this Section are of the essence of this Lease and are a special consideration to the Landlord in entering into this Lease.

Section 26.02 <u>Obligations in Connection with the conduct of the Tenant's Business</u>

(a) The Tenant shall:

(1) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(2) Not divert or cause or allow to be diverted, any business from the Airport;

(3) Set up, keep and maintain in accordance with accepted accounting practice, records and books of account recording all transactions at, through or in any wise connected with the Tenant's operations hereunder, including but not limited to, an accounts receivable ledger and a general ledger and all agreements the Tenant has entered into with respect to the Premises and such additional information and other records and books of account as the Port Authority or Landlord may from time to time and at any time request with respect to any matter covered by this Section 26.02, all of which records and books of account shall be kept for a period of at least seven years and shall be kept at all times within the Port of New York District, which records shall show (i) the basis and supporting documents for each and every statement to be furnished hereunder by the Tenant, (ii) the revenues of whatever kind or nature received by the Tenant by its operations hereunder and (iii) all revenues received by the Tenant from Handled Airlines (whether in the form of rental payments or otherwise). The Tenant shall furnish such other information and comply with any further directions or requirements of the Port Authority or Landlord relating to the keeping and transmitting of forms, reports or other procedures covering the Tenant's operations hereunder, including but not limited to, the billing of Handled Airlines;

(4) Permit in ordinary business hours during the term of this Agreement and for one year thereafter and during such further period as is mentioned in the preceding paragraph, the examination and audit by the officers, employees, agents and representatives of the Port Authority and Landlord of such agreements and records and books of account set forth in subparagraph (3) above, any records and books of account of any company which is owned or controlled by the Tenant or which owns or controls the Tenant, if said company performs services, similar to those performed by the Tenant, anywhere in The Port of New York District or performs or provides any services in connection with the Premises, and any agreement or contract between the Tenant and any Handled Airlines;

(5) Permit the inspection by the officers, employees and representatives of the Port Authority and Landlord of any equipment used by the Tenant in connection with the operations hereunder, including but not limited to, cash registers and computers; and

(6) Install and use such cash registers and computers, sales slips, invoicing machines and any other equipment or devices for recording orders taken or services rendered as may be appropriate to the Tenant's business and necessary or desirable to keep accurate records of gross receipts.

Section 26.03 Federal Airport Aid

(a) The Tenant shall:

(1) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor of airlines being handled at the Airport;

(2) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(3) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service.

(b) As used in paragraph (a) above, "service" shall include furnishing parts, materials and supplies (including sale thereof).

(c) The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been and may hereafter be amended and supplemented or superseded by similar federal legislation, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith, the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Tenant of the covenants, promises and obligations contained in this Section 26.03 and in Section 26.04 hereof, is therefore a special consideration and inducement to the execution of this Lease by the Landlord, and the Tenant further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority or Landlord in connection with the Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Tenant of such covenants, promises and obligations, the Tenant will promptly comply therewith, at the time or times when and to the extent that the Port Authority or Landlord may direct.

Section 26.04 Method of Operation

(a) The principal purpose of the Port Authority in the making of the Ground Lease is to make available on the Airport a cargo reception, storage and distribution facility for the better accommodation, convenience and benefit of the air cargo industry and in fulfillment of the Port Authority's obligation to operate the Airport for the use and benefit of the public. Consistent with the provisions of Article 4 of this Lease, the Tenant hereby warrants and agrees that it will conduct a first class operation and will furnish all necessary or proper fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and

facilities, for the operation of a first class cargo facility and that it will furnish the foregoing promptly, efficiently and adequately to meet all demands therefor, on a fair, equal and non-discriminatory basis to all users thereof, and at charges which are fair, reasonable and non-discriminatory, provided that reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions may be made to volume purchasers.

(b) As used herein, "services" shall include the furnishing of parts, materials and supplies (including the sale thereof).

(c) The Tenant shall be open for business and shall provide services at the Premises during regular business hours.

(d) The Tenant covenants and agrees that it will not enter into any agreement or understanding, express or implied, binding or nonbinding, with any person, firm, association, corporation or other entity, which will have the effect of fixing rates, of lessening or preventing competition, or of creating or tending to create a monopoly, at the Airport, relating to the services, products, or articles furnished or sold by the Tenant.

(e) The Tenant shall at all times during the letting hereunder cause to be maintained a full, adequate, experienced and proficient management staff all of whom (as well as other employees of the Tenant) shall be reputable and of good character. No individual shall be knowingly employed or retained by or on behalf of the Tenant if he or she has been convicted of a serious misdemeanor or a felony.

ARTICLE 27.

Section 27. Public Disclosure. Upon forty-eight (48) hours advance notice, Landlord shall have the right to disclose details about the project contemplated hereby, except those which Tenant has in advance in writing reasonably advised Landlord are confidential and proprietary, in any manner deemed necessary by Landlord to facilitate finalization of any and all requirements of such project. Tenant shall have the right during such notice period to review and approve texts or drafts of press or other releases produced by Landlord prior to their public release. Such approval shall not be unreasonably withheld or delayed.

ARTICLE 28.

MISCELLANEOUS

Section 28.01 Easements. Tenant acknowledges that the Premises are subject to easements reserved by the applicable public utilities for water mains and other utilities and the right to operate, repair, maintain, construct, reconstruct and alter said utility lines and construct new and additional lines within said easement areas. Tenant agrees to release Ground Lessor

and Landlord from any and all liability of every kind and nature resulting from the exercise by said public utilities of their rights under said retained easements.

Section 28.02 Access to and Entry Upon Premises. (A) In addition to all other rights of access permitted herein, Landlord, its employees, agents, and contractors, shall have the right to enter the Premises at any time to examine same, and to show the Premises to prospective purchasers and tenants (but only during the last nine (9) months of the Lease Term with respect to prospective tenants), insurance representatives, mortgagees and such other persons within the judgment of the Landlord have a legitimate and appropriate interest in viewing the Premises, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided, however, Landlord agrees not to unreasonably interfere with Tenant's business operations in connection with any such entry. If Tenant is not present to permit entry and entry is necessary, Landlord may, in case of emergency, forcibly enter Premises without rendering Landlord liable thereof or. Nothing contained herein shall be construed to impose upon Landlord any duty of inspection or repair of the Premises or Facility of which the Premises are a part except as otherwise specifically provided therein.

(B) The Ground Lessor, its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting the same, or observing the performance by the Tenant of its obligations hereunder, pursuant to the Ground Lease, and for the doing of any act or thing which the Ground Lessor may be obligated or have the right to do under the Ground Lease, or otherwise.

Section 28.03 Late Charges. If any installment of rent or other sum due from Tenant is not received by Landlord or its designee within six (6) business days after such amount is due, Tenant shall pay to Landlord a late charge equal to three percent (3%) of such overdue amount as partial compensation for additional costs incurred by Landlord due to payment delinquency. Tenant agrees that such charge is a fair amount and reasonable estimate and an agreed amount for Landlord's additional administrative costs in regard to such payment delinquency. Acceptance of such late charge by Landlord shall in no event constitute a waiver Tenant's default, if any, with respect to such overdue amount, nor prevent Landlord from exercising any other rights granted herein.

Section 28.04 Waiver. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any covenant or condition, but the same shall be and remain in full force and effect.

Section 28.05 Captions. The captions in this Lease are for convenience only and do not in any manner limit or amplify the provisions of this Lease.

Section 28.06 Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the

remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

Section 28.07 Entire Agreement. IT IS EXPRESSLY AGREED BY LANDLORD AND TENANT, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE (TOGETHER WITH THE WRITTEN EXTRINSIC DOCUMENTS TO WHICH SPECIFIC REFERENCE IS MADE IN THIS LEASE) IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR TO THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. NO MODIFICATION OR AMENDMENT OF THIS LEASE SHALL BE VALID OR EFFECTIVE UNLESS EVIDENCED BY AN AGREEMENT IN WRITING.

Section 28.08 Limitation of Liability of Landlord. Notwithstanding any thing contained in this Lease, in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed, honored or performed by Landlord, Tenant shall look solely to the estate and property of Landlord in the leasehold estate and Facility owned by Landlord for the collection of any judgment (or any other judicial procedures requiring the payment of money by Landlord), it being agreed that Landlord shall never be personally liable for any such judgment and no other property or assets of Landlord shall be subject to levy, execution, or other procedures for satisfaction of Tenant's remedies.

Section 28.09 Construction. This Lease shall be deemed to be made in and construed in accordance with the laws of the State of Georgia.

Section 28.10 Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with its terms.

Section 28.11 Joint and Several Liability. If Tenant consists of more than one person or entity, all terms, covenants and conditions contained in the Lease shall be deemed to be the joint and several responsibility of each party, and all rights and remedies of the Landlord shall be cumulative and non-exclusive of any other remedy at law or in equity.

Section 28.12 Costs and Attorneys' Fees. If, by reason of any default on the part of a party, it becomes necessary for the other party to employ an attorney to bring suit in court or in arbitration to recover any rent or other sums due hereunder, or for the breach of any provision of this Lease, or to recover possession of the Premises, the losing party shall pay all costs and expenses (including, without limitation, reasonable attorneys' fees) expended or incurred by the prevailing party in addition to other relief granted therein.

Section 28.13 Lease Subject to Consent of Ground Lessor. The parties hereto recognize and agree that this Lease shall not become effective until approved by the Ground Lessor. In connection with obtaining such approval, Tenant agrees to provide to the Ground Lessor such information as may be required by the Ground Lessor in considering a request for its approval of this Lease.

Section 28.14 Successors and Assigns. Subject to Article X hereof, all of the covenants, conditions and agreements of this Lease shall extend to and bind the successors and assigns of their respective parties thereto.

Section 28.15 Financial Information. Within twenty (20) days after written request from Landlord, Tenant shall deliver to Landlord or lender designated by Landlord such financial information as is reasonably required. This financial information shall be kept confidential.

Section 28.16 Unreasonable Withholding of Consent. Wherever in this Lease a party is required not unreasonably to withhold its consent or approval (i) such party shall also be required not unreasonably to delay its consent and approval and (ii) the unreasonable withholding or delaying of consent or approval shall be deemed consent or approval.

Section 28.17 Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. In addition to any other conditions to the effectiveness of this Lease set forth herein, this Lease shall not become effective until fully executed by, and delivered to, both Landlord and Tenant.

Section 28.18 Exhibits. All exhibits referred to herein and any exhibits which may be referred to in any amendment hereto are by such reference incorporated herein and shall be deemed a part of this Lease as fully as if set forth herein. The following numbered or lettered exhibits are attached hereto and made a part hereof for all purposes:

Exhibit "A" - Site Plan
Exhibit "B" - Metes and Bounds Plat of Survey of the Land
Exhibit "C" - Form of Confirmation of Term of Lease
Exhibit "D" - Ground Lease
Exhibit "E" - Form of Estoppel Certificate

IN WITNESS WHEREOF the parties have executed this Lease as of the date first stated above.

LANDLORD: AIRIS NEWARK, L.L.C.

By: David C. Garrett III
Name: David C. Garrett III
Title: President

TENANT: VIRGIN ATLANTIC AIRWAYS, LTD.

By: Angelo Pusateri
Name: Angelo Pusateri
Title: President, Cargo - The Americas

Attest: William A. Catalina
Name: William A. Catalina
Title: Vice President of Finance

[Corporate Seal]

EXHIBIT "B"

THE GROUND LEASE LAND

(attach metes and bounds plat of survey)

EXHIBIT "C"

CONFIRMATION OF TERM OF LEASE

This Confirmation of Term of Lease is made as of _____, 19__ between AIRIS NEWARK, L.L.C., a Georgia limited liability company ("Landlord") and _____, a _____ ("Tenant"), who in consideration of the matters set forth herein mutually agree as follows:

1. Landlord and Tenant entered into a Lease Agreement (the "Lease") dated _____, 19__, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises (the "Premises") consisting of _____ square feet of gross rentable area of _____ space, _____ square feet of gross rentable area of _____ space and _____ square feet of gross rentable area of _____ area located in and on the air cargo facility situated on the tract or parcel of land described in Exhibit "A" attached hereto.

2. Pursuant to Section ___ of the Lease, Landlord and Tenant have agreed to confirm the commencement and expiration dates of the Lease Term, and the commencement date of rent, and Landlord and Tenant do hereby confirm same as follows:

A. _____ is the Commencement Date of the Lease term;

B. _____ is the Expiration Date of the Lease term; and

C. _____ is the Rental Commencement Date.

3. Tenant represents and certifies that:

A. It has accepted possession of the Premises as provided in the Lease,

B. The _____ and other improvements and space required to be furnished by Landlord under the Lease have been furnished;

C. Landlord has fulfilled all of its duties of an inducement nature;

D. The Lease has not been modified, altered or amended except as follows:

E. There are no set-offs or credits against rent or other amounts payable under the Lease, and no security deposit has been paid except as provided by the Lease;

F. Tenant has no notice of a prior settlement hypothecation or pledge of rent or of the Lease; and

G. The Lease is in full force and effect, enforceable in accordance with its terms.

4. The provisions of this Confirmation of Term of Lease shall inure to the benefit, or bind, as the case may require, the parties and their respective successors and assigns, subject to the restrictions on assignment and subleasing contained in the Lease.

5. All terms used, but not defined, herein shall have the same meaning ascribed to them in the Lease.

EXECUTED by the undersigned duly authorized representatives of the parties hereto effective as of the date first stated above.

LANDLORD:

AIRIS NEWARK, L.L.C.,
a Georgia limited liability company

By:_____
Name:_____
Title:_____

TENANT:

VIRGIN ATLANTIC AIRWAYS, LTD.,
a United Kingdom corporation

By:_____
Name:_____
Title:_____

EXHIBIT "D"

GROUND LEASE

FIRST AMENDMENT
TO SUB-LEASE AGREEMENT

THIS FIRST AMENDMENT TO SUB-LEASE AGREEMENT ("Amendment") is made and entered into this ____ day of December, 1997, by and between AIRIS NEWARK, L.L.C., a Georgia limited liability company ("Landlord"), and VIRGIN ATLANTIC AIRWAYS, LTD., a United Kingdom corporation ("Tenant").

WITNESSETH:

Landlord and Tenant have heretofore entered into a certain Sub-Lease Agreement ("Lease") dated as of June, 1996 for a special-use air cargo facility on the Premises located at the Newark International Airport. The Lease, with all exhibits and attachments, is made a part hereof in its entirety for all purposes by this reference.

Landlord and Tenant acknowledge that when the Lease was entered into, some important information vital to the Lease was not then certain, that in some instances estimates were used and that the parties had agreed to amend the Lease to more accurately reflect the intentions of the parties when such information did become known and certain.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth in the Lease and in this Amendment, Landlord and Tenant hereby amend the Lease in the following respects:

All capitalized terms used but not defined shall have the same meanings ascribed to them in the Lease and/or in the Ground Lease.

1. The square footage figures contained in the first sentence of Article 1, Section 1.01 Premises, on page 1 of the Lease are deleted and in their place the following figures substituted therefor:

(a) 44,020 square feet of building rentable floor area of cargo operations space;

(b) 12,142 square feet of building rentable floor area of administrative (office) space;

(c) 30,784 square feet of outdoor ground service equipment ("GSE") area; and

(d) 21,025 square feet of outdoor Aircraft Apron Area.

The First Phase square footage figures contained in Section 1.01 of the Lease shall be changed to the following: a) the First Phase will consist of a building containing approximately 155,891 square feet of cargo operations area and 37,066 square feet of administrative areas; and

b) the Second Phase will consist of a building ranging in size from approximately 60,000 square feet to approximately 125,000 square feet.

The Virgin Atlantic Lease Area Calculations on page 2 of Exhibit A and VAA areas set forth on page 1 of Exhibit A shall be deemed changed to confirm the aforesaid square footage figures.

2. Notwithstanding anything in Section 2.01 of the Lease to the contrary, the Expiration Date referenced in Article 2, Section 2.01, on page 7 of the Lease is agreed to be July 31, 2021.

3. The square footage figures contained in the second paragraph of Article 3, Section 3.01 Base Monthly Rent, on page 8 of Lease are deleted and in their place the square footage figures for the four (4) respective classifications of rentable space described in numbered paragraph 1 hereinabove substituted therefor.

4. The monthly Base Rent stated in Article 3, Section 3.01 Base Monthly Rent, on page 8 of the Lease is deleted and in its place the figures $113,005.83 substituted therefor. The parties acknowledge that this change to the Base Rent has resulted from the changes to the square footage of rentable space as described in numbered paragraph 1 hereinabove.

5. Article 3, Section 3.01 on page 10 of the Lease is supplemented by adding to the end of the second paragraph thereof the following sentence:

> "In addition to all other sums payable by Tenant to Landlord hereunder, Tenant shall also pay to Landlord the sum of $250,000.00 representing Tenant's reimbursement of tenant upgrade expenses to Landlord, specifically lifts, scales and installation. The $250,000.00 shall be payable by Tenant to Landlord, along with monthly rental payments, at the rate of $2,963.82 per month for a period of 120 consecutive months commencing on the date on which the first monthly rental payment is due under the terms of the Lease. The aforementioned equipment may remain in the Premises during the remainder of the Lease Term. It is specifically understood and agreed that the additional sum described in this paragraph is a surcharge on the rental due for the cargo operations area only and is to be allocated only to that area of the Premises".

6. The Rental Commencement Date referenced in Article 3, Section 3.01 Base Monthly Rent, on page 8 of the Lease is acknowledged and agreed by the parties hereto to be January 10, 1998. It is further agreed, acknowledged and understood that Tenant's access to and non-exclusive occupancy of the Premises as of September 10, 1997 for the purpose of constructing and/or installing the Tenant Supplied Improvements was in accordance with Article 1, Section 1.02(E) of the Lease and is not intended to constitute Landlord's tender of exclusive possession of the Premises to Tenant. The non-exclusive occupancy date of

September 10, 1997 does however commence the running of the sixty (60) day period for the calculation of the Rental Commencement Date in Article 3, Section 3.01, on page 8 of the Lease. The parties further agree and acknowledge that the Rental Commencement Date of the Lease referenced above must be on or before the First Ground Rental Payment Date as provided in Section 4A(a) on page 25 of the Ground Lease.

7. Landlord acknowledges and warrants that the Premises are completed and shall be ready for occupancy as of January 10, 1998 and if the Port Authority does not issue the certificate of occupancy such warranty will extend until the Port Authority issues the certificate of occupancy.

8. Landlord will provide to Tenant all warranties for equipment including, but not limited to, docking equipment, HVAC equipment, cooling equipment, heating equipment and doors.

9. The Tenant's Expense Percentage set forth in Section 3.02 on page 12 of the Lease shall be changed from "26.533%" to "28.247%".

10. The numerals set forth in Section 3.02 on the 22nd line on page 12 of the Lease shall be changed as follows: the numeral "42,655" shall be changed to "44,020"; and the numeral "160,763" shall be changed to "155,891".

11. The Tenant's Ground Rental Percentage set forth in Section 3.04 on page 13 of the Lease shall be changed from "26.533%" to "28.247%".

12. The numerals set forth in Section 3.04 on lines 24 and 25 on page 13 of the Lease shall be changed as follows: the numeral "42,655" shall be changed to "44,020"; and the numeral "160,763" shall be changed to "155,891".

13. Landlord acknowledges the timely receipt and sufficiency of the Security Deposit as referenced and required under the terms and conditions of Article 3, Section 3.05 Security Deposit, on page 13 of the Lease and the Primary Deposit required under the terms and conditions of Article 3, Section 3.06 Primary Deposit, on page 14 of the Lease.

14. Article 23, Section 23.01 on page 39 of the Lease is supplemented by the following:

> "Landlord and Tenant acknowledge and agree that Landlord will provide and Tenant shall take throughout the term 40 parking spaces and that Tenant shall pay $30.00 per month for each parking space throughout the term payable in advance commencing on the Rental Commencement Date".

Except for the provisions modified, supplemented or amended herein, all remaining terms and conditions of the Lease are unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have hereunto set forth their hands and seals the day, month and year first above written.

LANDLORD:

AIRIS NEWARK, L.L.C.

By: David C. Garrett III

David C. Garrett, III
President

TENANT:

VIRGIN ATLANTIC AIRWAYS, LTD.

By: _____

Name: Angelo Pusateri
Title: President, Cargo - The Americas

133399-2 - 1/14/98

EXHIBIT C

PREMISES AUDIT REPORT

OMNI-man tech CORPORATION

AN OMNI FACILITY SERVICES COMPANY

VIRGIN ATLANTIC CARGO NEWARK INTERNATIONAL AIRPORT	
DATE: July 24, 2004	PREPARED BY: JOHN RUPPEL

SUMMARY

We were asked to perform an audit of the cargo facility at the International Air Cargo Center in building 340 Airis Drive. At the time of the audit the facility was in rough shape. The following information will point out very specific areas that are in need of immediate attention. While we performed the audit and documented our findings, John Longo was already overseeing some of the repairs in the warehouse area. We spoke to John Longo and informed him that we were making some notes on the current condition of his space, and that repairs would have to be made to the damaged equipment and the facility. He appeared to be concerned and cooperative in scheduling some of the repairs. In auditing the facility, we found the following:

1. The office area was in need of mainly cosmetic repairs.
2. Several electrical cover plates missing or improperly tagged.
3. The warehouse area needs to have yellow lines painted for the TSA denoting the AOA area.
4. The overhead doors are in need of some major repairs, to include grilles and equipment covers, as well as the outside dock shelters and routine maintenance.
5. Several exposed electrical conduits need to be repaired and protected from future damage.
6. Exposed concrete corners need extensive work.
7. Several control boxes need to be secured for safe operation.
8. Bollards that protect the corners of the overhead door openings are bent or missing and need to be replaced.
9. Hazardous material not being properly stored in the maintenance shop.
10. Several pieces of equipment must be relocated to gain required access to life safety equipment and proper access to electrical panels.

Please see attached documentation for a detailed report of our audit.

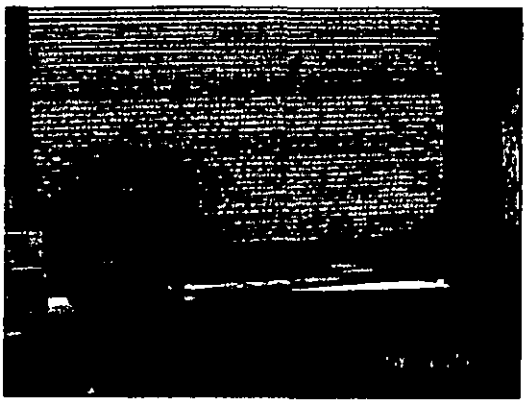
SITE AUDIT EWR IACC BUILDING 340 MA 4, 2004
VIRGIN ATLANTIC TENNANT SPACE

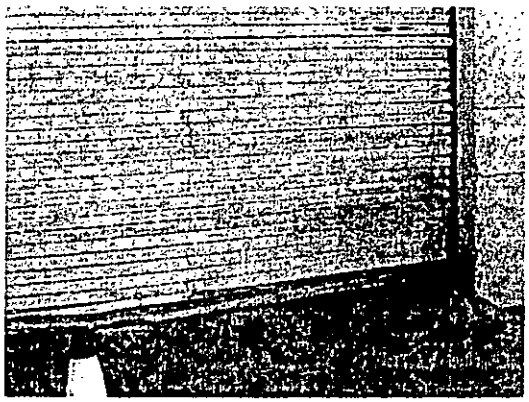
At the time of the audit the facility was in very rough shape. The following information will point out very specific areas that are in need of immediate attention. While Rich Kaplan and I toured the facility making notes and taking photos, we observed the facility manager John Longo in the warehouse overseeing some of the repairs. We spoke to John and informed him that we were making some notes on the current condition of his space, and that repairs would have to be made to the damaged equipment and the facility. He appeared to be concerned and cooperative in scheduling some of the required repairs.

Listed below are some photos with small captions underneath to help explain the condition of the Virgin Atlantic space.

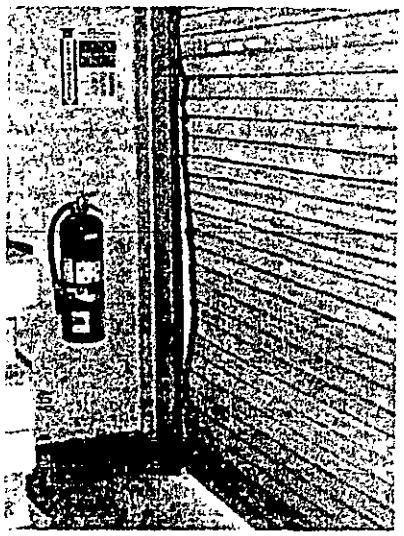
1. **Airside Overhead Doors:**

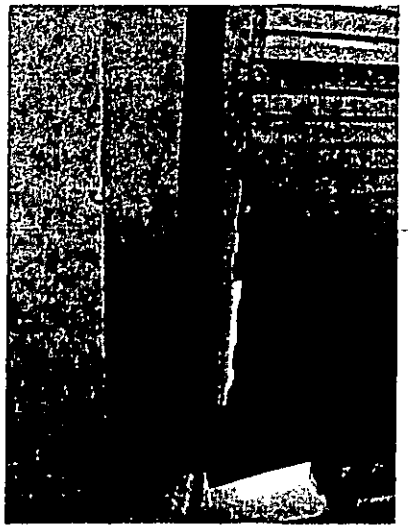
GUIDE RAIL DAMAGE ON BOTH SIDES OF OHD #67 ON THE AIRSIDE OF THE BUILDING. THIS DOOR WAS RECENTLY DAMAGED WHEN SOMETHING DROVE INTO THE DOOR.



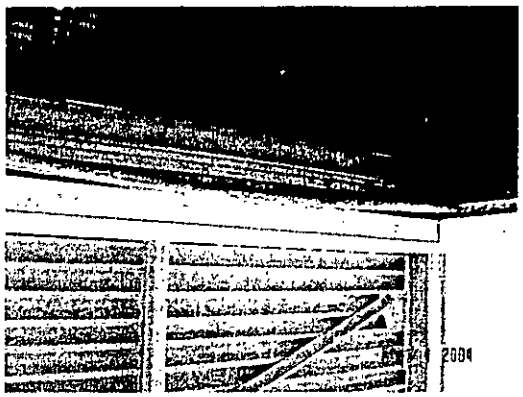


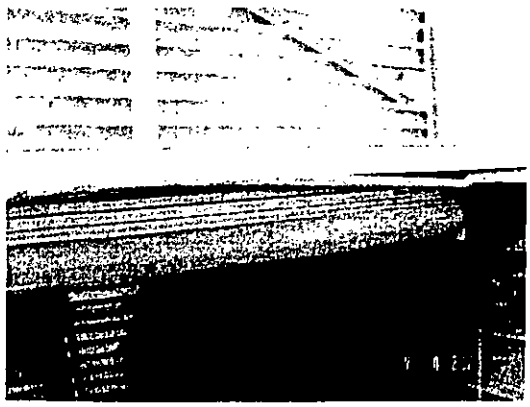
GUIDE RAIL DAMAGE ON THE SOUTH SIDE OF OHD #68 ON THE AIRSIDE OF THE BUILDING. THIS DOOR HAS BEEN DAMAGED FOR SOME TIME NOW. IT APPEARS THAT THE DOOR WAS DAMAGED BY BOTH STRONG WINDS AGAINST THE REAR OF THE BUILIDNG AS WELL AS BEING STRUCK BY SOME TYPE OF VEHICLE.





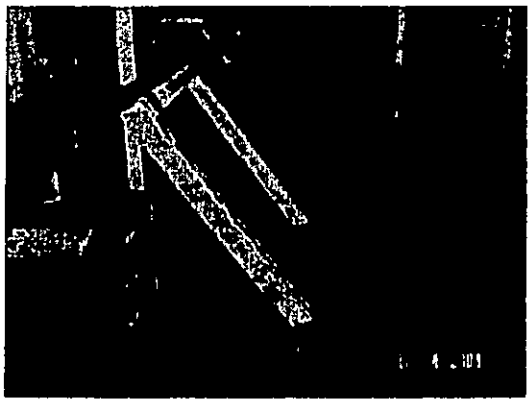
GUIDE RAIL DAMAGE ON BOTH SIDES OF OHD #69 ON THE AIRSIDE OF THE BUILDING. THIS DOOR WAS RECENTLY DAMAGED WHEN SOMETHING DROVE INTO THE DOOR.

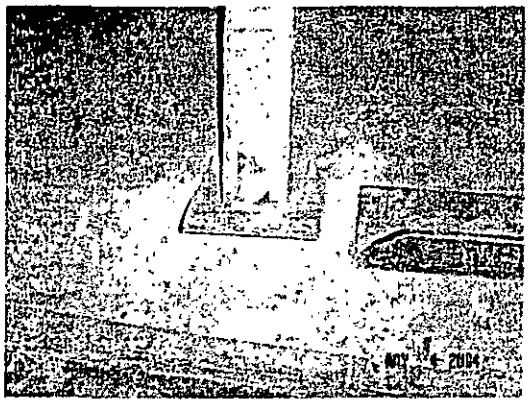


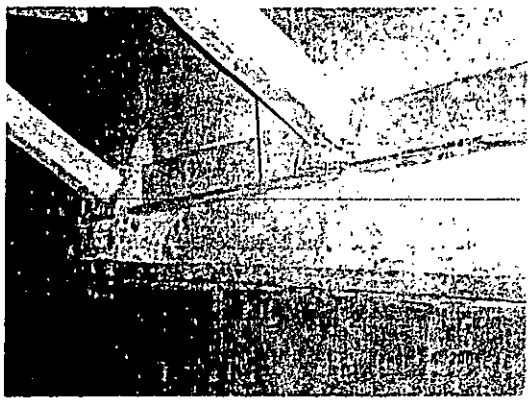


2. Rear Stop for Large Air Scale:

REAR STOP FOR AIR SCALE WAS STRUCK AND DAMAGED. THE CONCERN OF A PALLET SLIDING INTO THE SUPPORT COLULM AND POTENTIALLY DAMAGING ANY EXPOSED CONDUIT IN THAT LOCATION.

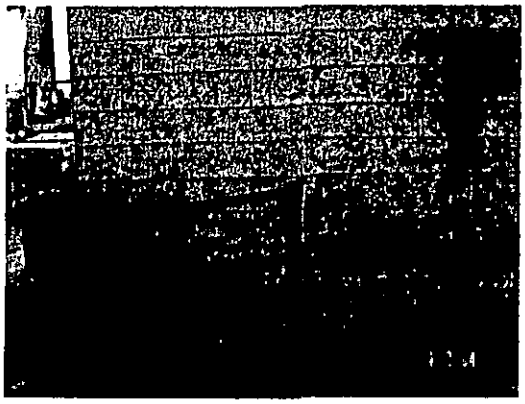


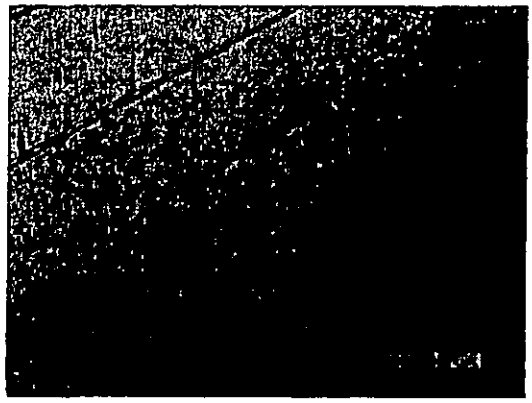


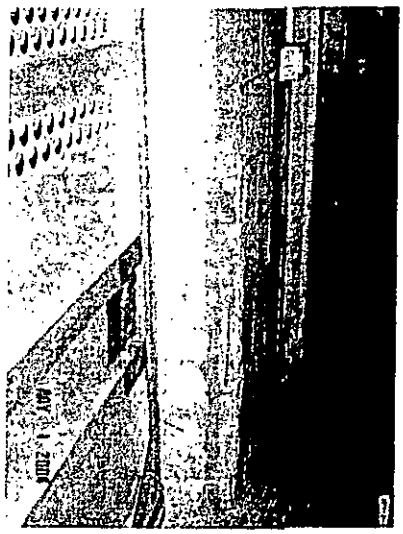


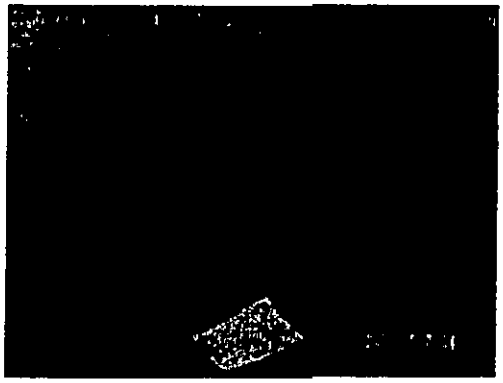
3. Garbage Compactor and Concrete Block Structure

THE CONCRETE BLOCK AREA SURROUNDING THE TRASH COMPACTOR IS BEING BANGED UP ON A REGULAR BASIS. THE POWER PACK UNIT FOR THE HYDRAULICS IS NOT SECURED TO THE GROUND AND HAS EXPOSED WIRES COMING FROM THE LOCAL DISCONNECT. SEVERAL OF THE BLOCKS HAVE LARGE HOLES AND THE OUTSIDE CORNERS NEED TO BE REPAIRED. A PROPER GUARD NEEDS TO BE INSTALLED TO PROECT THE CONDUIT RUNNING UP THE WALL AFTER THE BENT CONDUIT IS REPLACED.



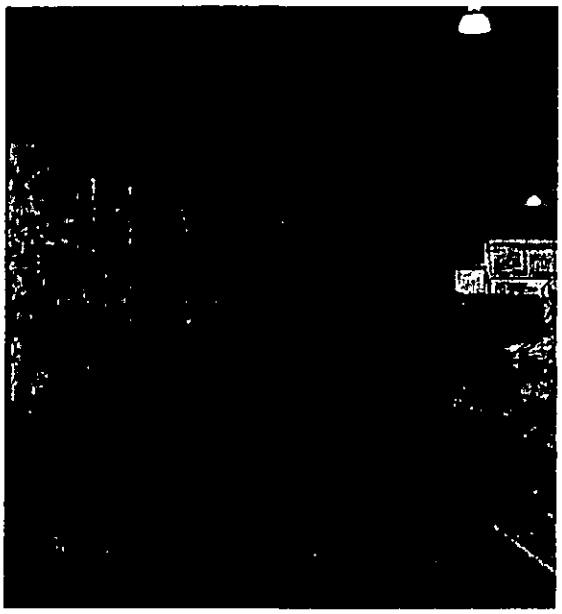






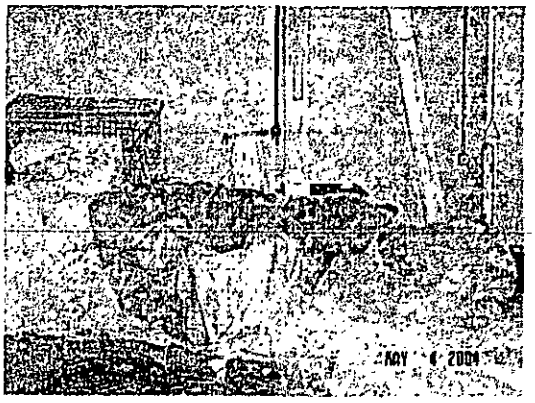
4. Damaged Exhaust Fan Control Boxes.

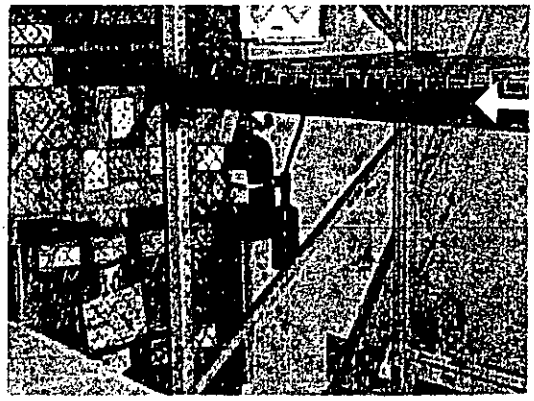
FOUND SEVERAL DAMAGED CONTROL BOXES THAT CONTROL THE EXHAUST FANS MOUNTED ON THE ROOF. THEY WERE STRUCK BY SOME SORT OF VEHICLE OR PALLET OF FREIGHT. WE HAVE BENT CONDUIT, BENT OR MISSING HANDLES AND BUTTONS, AS WELL AS BROKEN OR BENT LATCHES MAKING IT DIFFICULT TO ACCESS THE ELECTRICAL COMPONENTS LOCATED INSIDE THE BOXES.



5. Blocked Fire Protection Equipment.

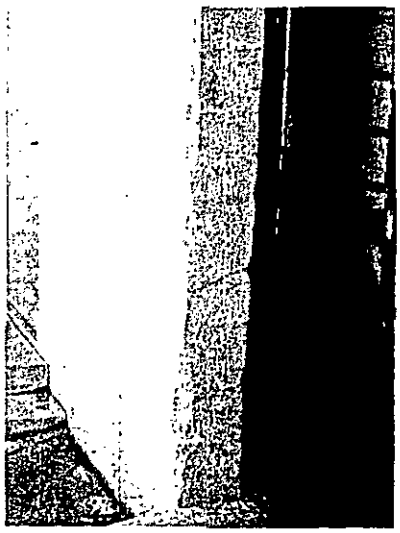
SEVERAL AREAS HAVE CRITICAL FIRE PROTECTION EQUIPMENT BURIED BEHIND FREIGHT AND GARBAGE AND SHELVING. FIRE HOSE BURIED BEHIND PALLETS OF DEBRIS, AND EXTINGUISHERS BLOCKED OR HIDDEN.

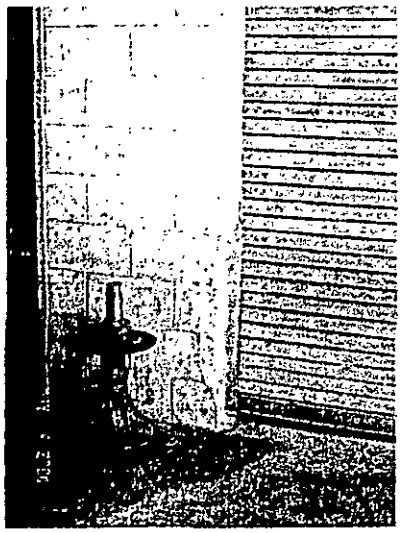


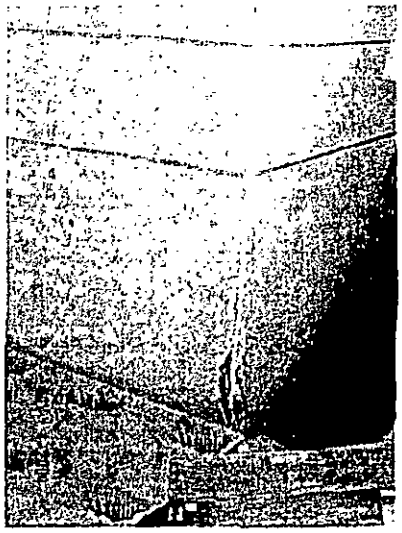


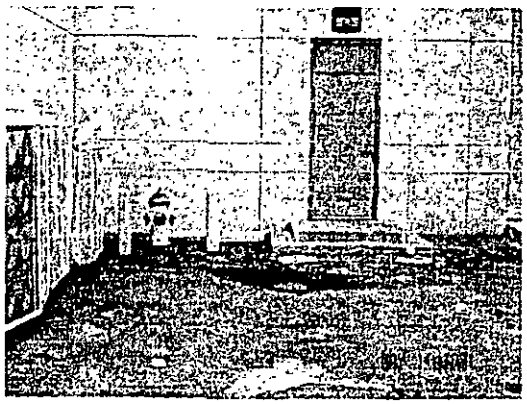
6. Exterior Building Damage.

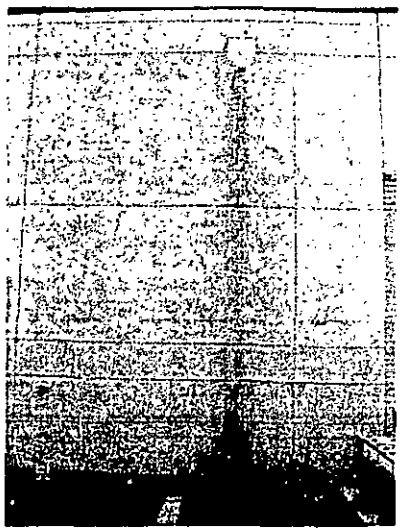
SEVERAL AREAS ON THE OUTSIDE OF THE BUILDING HAVE BEEN DAMAGED BY GSE VEHICLES AND FREIGHT. THE DOWNSPOUT FOR THE ROOF DRAIN ON THE LOWER ROOF HAS BEEN TORN AWAY FROM THE BUILIDNG. THERE ARE SEVERAL HOLES IN THE BUILDING FROM THE TIPS OF THE FORKLIFTS BEING USED TO LOAD AND UNLOAD FREIGHT.

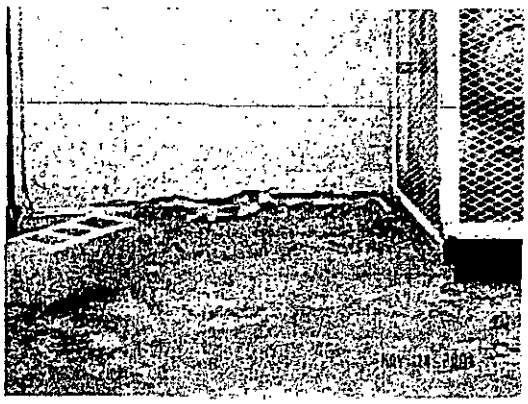






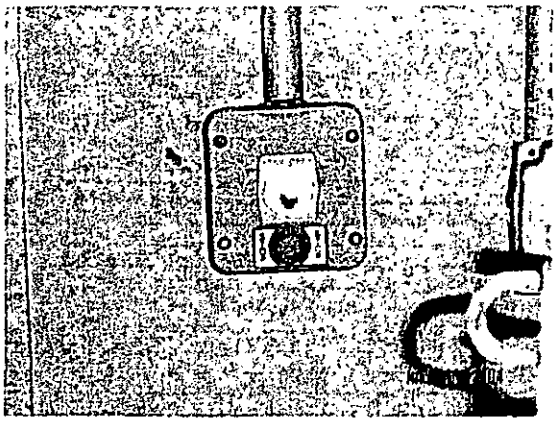






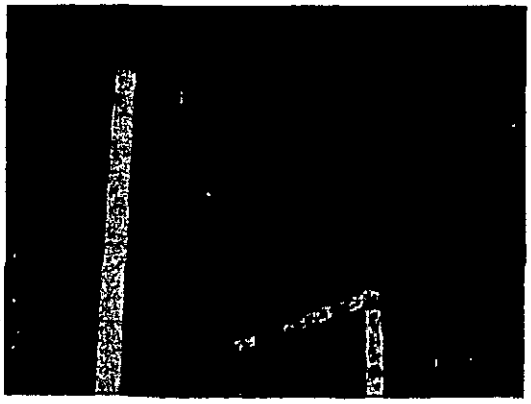
7. Key Switch Installation on Air Side Overhead Doors.

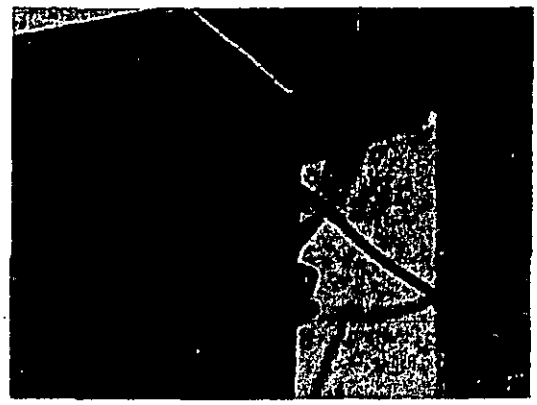
VIRGIN ATLANTIC HAS INSTALLED KEY SWITCHES ON THE OVERHEAD DOORS TO OPEN AND CLOSE THEM. WE HAVE INDICATED TO VIRGIN THAT NO ALTERATIONS SHOULD BE MADE TO THE FACILITY WITHOUT WRITTEN NOTIFICATION TO THE LANDLORD. THEY HAVE PROVIDED RICH KAPLAN WITH A KEY TO ALLOW HIM TO VERIFY CORRECT OPERATION DURING HIS REGULAR INSPECTIONS.

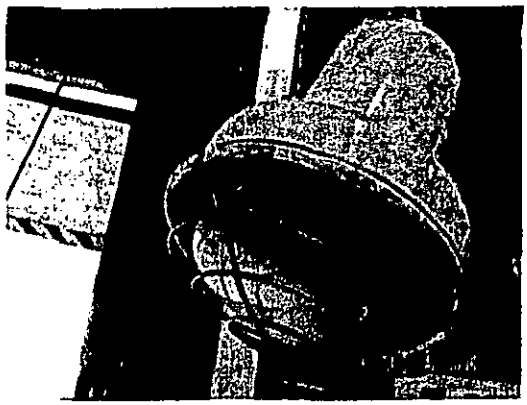


8. Damaged Dock Lights.

SEVERAL OF THE DOCK LIGHT ASSEMBLIES ARE DAMAGED. THIS APPEARS TO BE A COMMON OCCURRENCE IN THE FACILITY. MOST OF THE BULBS ARE REPLACED ON A REGULAR BASIS, BUT SOME DAMAGE HAS OCCURRED TO THE POWER CORDS. THERE HAS ALSO BEEN A FEW CASES WHERE THERE HAS BEEN A LOSS OF POWER TO THE OUTLETS SERVICING THE DOCK LIGHTSAND EXTENSION CORDS ARE BEING USED TO POWER THESE FIXTURES.



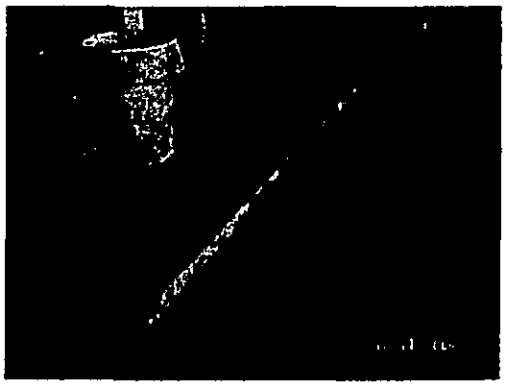




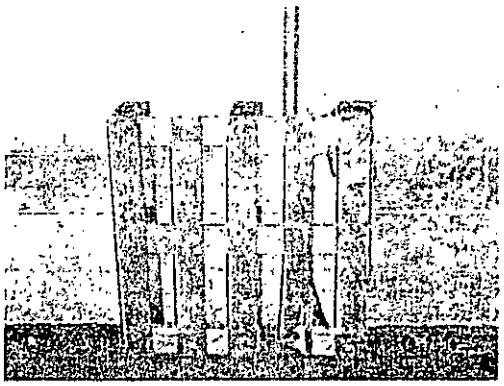
Summary as of May 18, 2004:

1. Airside Overhead Doors:
    a. Allmark Overhead Door has been in to make the necessary repairs to the airside overhead doors.
        i. Damaged guide rails have been replaced on door #67,#68 and #69.
        ii. Damaged slats have been replaced on each door.
        iii. All limit switches have been tested and adjusted for proper operation.
        iv. Key activation switches have been installed to minimize door activity; reducing the chance of being struck by one of the vehicles.

2. Rear Stop for Large Scale:
    a. Virgin had one of their mechanics weld a new stop back in place and patch the large holes in concrete.



3. Garbage Compactor and Concrete Block Structure:
    a. The power pack for the hydraulics is still not secured to the ground, and the wires coming from the local disconnect are still exposed.
    b. Several of the blocks on the North and South walls still need to have some masonry repairs made.
    c. Conduit on the North wall needs to have a permanent guard installed instead of using a wooden pallet.



4. Damaged Exhaust Fan Control Boxes:
    a. Control box for exhaust fan #21 is still damaged. The conduit needs to be repaired and the box needs to be secured to the wall.
    b. The disconnect handles need to still be repaired so they do not pose any safety concerns if the unit needs to be locked out for any maintenance needs.
    c. Some of the latches are still broken making it impossible to properly secure the control panel.

5. Blocked Fire Protection Equipment:
    a. Several areas in the warehouse have been cleaned up to allow proper access to the fire protection equipment.
    b. There has been a significant effort in keeping these areas free from both freight and misc. debris.
    c. Several of the fire extinguishers have been relocated to provide proper access.

6. Exterior Building Damage:
    a. Several of the corners by the overhead doors still have some damage to the pre-cast panels.
    b. There are several chunks of pre-cast missing from the outside walls around the walk-in box.
    c. The down spout is still missing from the rear of the building around the walk-in box.
    d. Most of the bollards on the air side of the building are bent, and a couple of them are missing.

EXHIBIT D

PREMISES CONDITION – ISSUES OF MATERIAL NON-COMPLIANCE

EXHIBIT E

PORT AUTHORITY CONSENT

EXHIBIT F

AIRIS (OR SUCCESSOR AND ASSIGNS) CONSENT

LANDLORD'S CONSENT TO LICENSE

AIRIS NEWARK, L.L.C., a Georgia limited liability company having an office at One Riverway, Suite 1630, Houston, Texas 77056 (hereinafter called **"Landlord"**), hereby consents (the "**Consent**") to the license by VIRGIN ATLANTIC AIRWAYS, LTD., a United Kingdom corporation having an office at 1983 Marcus Avenue, Suite 100, Lake Success, New York 11042 Attn: Joaquin Fiol, Senior Vice President, Cargo – North America (hereinafter called "**Tenant**"), to WORLDWIDE FLIGHT SERVICES, INC., a Delaware corporation, having an office at 1925 W. John Carpenter Freeway, Suite 450, Irving, Texas 75063 Attn: Loyd Earley, Senior Attorney (hereinafter called "**Licensee**") to use the premises (the "**Premises**") located at Newark International Airport and demised to Tenant pursuant to that certain Sub-Lease Agreement between Landlord and Tenant dated as of June, 1996, as amended by First Amendment to Sub-Lease Agreement dated December, 1997 (as amended, the "**Sub-Lease**"), such license being for the sole purpose of performing certain cargo handling operations in accordance with the License Agreement referred to below and this Consent being subject to and upon the following terms and conditions, to each of which Tenant and Licensee expressly agree:

1. Neither the giving of this Consent nor anything contained herein or in the License Agreement executed by Tenant and Licensee, a true and complete copy of which is annexed hereto as Exhibit A (the "**License Agreement**") shall be construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions, obligations or conditions contained in the Sub-Lease (except as herein expressly provided), or to waive any breach thereof, or any rights of Landlord against any person, firm, association or corporation liable or responsible for the performance thereof, or to increase the obligations or diminish the rights of Landlord under the Sub-Lease, or to increase the rights or diminish the obligations of Tenant thereunder, or to, in any way, be construed as giving Licensee any greater rights than the Tenant named in the Sub-Lease would be entitled to.

2. Unless expressly provided to the contrary in the Sub-Lease, the giving of this Consent shall not be construed either as a consent by Landlord to, or as permitting, any other subletting, licensing or sub-licensing of the Premises, whether in whole or in part, or any assignment of the Sub-Lease, or as a waiver of the requirement of obtaining Landlord's consent thereto; and notwithstanding anything to the contrary contained in the Sub-Lease, unless expressly provided to the contrary therein, Licensee shall not, without the prior written consent of Landlord in each instance assign its interest in the License Agreement or this Consent or sub-license its interest in the License Agreement, the Premises or any part thereof.

3. Licensee acknowledges and agrees that Landlord shall have no liability to perform any work in the Premises, or pay any amount of money, to prepare the same for use by Licensee or otherwise.

4. Licensee, for Licensee and its successors and assigns, hereby (a) accepts the licensing of the portion of the Premises described in the License Agreement, (b) recognizes all of the covenants, agreements, terms, provisions, obligations and conditions contained in the Sub-

Lease, and (c) agrees, notwithstanding any provisions of the License Agreement to the contrary, not to take any action or omit to take any action that would constitute a breach or violation of any covenant, agreement, term, provision, obligation or condition set forth in the Sub-Lease on the part of Tenant to be kept, observed and performed accruing after the effective date of the License Agreement with respect to the Premises.

5. Tenant shall be and remain liable and responsible, at all times during the term of the Lease (a) for the payment of rent, additional rent, damages and all other sums now and hereafter payable thereunder, expressly including as such (but not limited to) adjustments of rent, and any and all charges for any additional electric energy, property, material, labor, utility or other similar or dissimilar services or materials rendered or supplied or furnished by Landlord in, to, or in connection with, the Premises or any part thereof, if any, and (b) for the performance of all of the covenants, agreements, terms, provisions, obligations and conditions of the Lease on the part and on behalf of Tenant to be kept, performed and observed whether accruing before or after the effective date of the License Agreement.

6. The giving of this Consent shall not be deemed or serve to release Tenant named in the Sub-Lease or any successor in interest to Tenant from any liability, obligation or duty which Tenant or such successor in interest may have.

7. The giving of this Consent shall not result in any liability on the part of Landlord for the payment of any commissions or fees in connection with the proposed license transaction herein contemplated by Tenant and Licensee; Tenant and Licensee hereby covenant and agree that Landlord is not and will not be responsible for the payment of any commissions or fees in connection with the aforesaid License Agreement transaction and they each agree to indemnify and hold Landlord harmless from and against any claims, liability, losses or expenses, including attorneys' fees and court costs, incurred by Landlord in connection with any claims for a commission or fee by any broker, agent or finder in connection with said assignment transaction.

8. Tenant and Licensee hereby represent, covenant and warrant to Landlord that Tenant and Licensee have made full disclosure to the Port Authority of New York and New Jersey ("PANYNJ") of the terms, conditions and consideration paid in connection with the License Agreement and the Asset Purchase Agreement, Ground Handling Agreement, and Service Level Agreement referenced therein, sufficient to enable the PANYNJ to accurately calculate the Port Authority Fee.

9. Tenant and Licensee hereby agree that (a) an executed original or duplicate original of the License Agreement is annexed hereto as Exhibit A; (b) Landlord is not a party to the License Agreement and is not bound by the provisions thereof, and recognize that accordingly Landlord has not, and will not, review or pass upon any of the provisions of the License Agreement; (c) the License Agreement will not be modified or amended in any way without the prior written consent of Landlord; (d) the License Agreement is in all respects subject and subordinate to the Sub-Lease; and (e) they have delivered to Landlord true and complete copies of the Asset Purchase Agreement, Ground Handling Agreement and Service Level Agreement referenced in the License Agreement and all amendments thereto.

10. In addition to Tenant's obligation under the Sub-Lease, Licensee agrees, during the entire License Period, to secure and maintain, at Licensee's sole cost and expense, all such policies of insurance required to be carried by Licensee under the License Agreement, and Licensee shall provide Landlord certificates of insurance required under Section 6 of the License Agreement.

11. In the event of any conflict between the provisions of (i) the Sub-Lease or this Consent and (ii) the License Agreement such that compliance with the provisions of the Sub-Lease would result in a breach or violation of the terms of the Sub-Lease or this Consent, then the provisions of the Sub-Lease or this Consent shall prevail unaffected by the provisions of the License Agreement. In the event of any conflict between the provisions of this Consent and the provisions of the Sub-Lease, the provisions of this Consent shall prevail.

12. This Consent may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any change is sought.

13. This Consent shall not be binding upon Landlord unless and until it is signed by Landlord.

14. This Consent may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same agreement.

15. This Consent shall inure to the benefit of and be binding upon Landlord, Tenant and Licensee and their respective successors and assigns.

16. In case any provision of this Consent shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. This Agreement may be executed in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

18. Notwithstanding any other provisions herein to the contrary, this Consent shall be effective only upon the delivery of a written consent of the PANYNJ, to the License Agreement (the "PANYNJ Consent"), which does not impose any additional liability or obligation on any party hereto in excess of the Port Authority Fee described in Section 22 of the License Agreement. Tenant and Licensee hereby acknowledge and agree that, upon the satisfaction to the conditions to the effectiveness of the License Agreement contained in Section 21 of the License Agreement, (a) Tenant and Licensee shall be responsible for the payment of the Port Authority Fee, (b) failure of Tenant and Licensee to make annual payment of the Port Authority Fee to the PANYNJ constitutes a default under the terms of the Sub-Lease, and (c) Tenant acknowledges and agrees that its indemnification of Landlord, as provided in Section 7.01 of the Sub-Lease, includes the Port Authority Fee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby have caused these presents to be duly executed as of the ___ day of March, 2005.

LANDLORD:

AIRIS NEWARK, L.L.C.

By:_____
Name: RONALD D. FACTOR
Title: MANAGER

TENANT:

VIRGIN ATLANTIC AIRWAYS LIMITED

By:_____
Name:
Title:

LICENSEE:

WORLDWIDE FLIGHT SERVICES, INC.

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereby have caused these presents to be duly executed as of the ___ day of March, 2005.

LANDLORD:

AIRIS NEWARK, L.L.C.

By:_____
Name:
Title:

TENANT:

VIRGIN ATLANTIC AIRWAYS LIMITED

By:_____
Name: Joaquin Fiol
Title: Senior Vice President
Cargo, North America

LICENSEE:

WORLDWIDE FLIGHT SERVICES, INC.

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereby have caused these presents to be duly executed as of the ___ day of March, 2005.

LANDLORD:

AIRIS NEWARK, L.L.C.

By:_____
Name:
Title:

TENANT:

VIRGIN ATLANTIC AIRWAYS LIMITED

By:_____
Name:
Title:

LICENSEE:

WORLDWIDE FLIGHT SERVICES, INC.

By:_____ 03/08/2005
Name: Patrick Brian
Title: Exec. VP & CFO

SCHEDULE 1

1. Sublease Agreement dated October 1, 2002 with John C. Mandel Security Bureau, Inc., currently operating on a month to month basis, a copy of which has been provided to Worldwide;

2. IATA Standard Ground Handling Agreement effective August 1, 2003, with TAP Air Portugal S.A. (see Section 1.1.16), a copy of which has been provided to Worldwide;

3. Agreement for 720 Sq Feet of Office Space dated December 7, 1004 with Kalitta Air, a copy of which has been provided to Worldwide.

SUBLEASE AGREEMENT

Exhibit 1

The parties agree as follows:

Date of this Sublease: [redacted]

Parties to this Sublease:
Overtenant: Virgin Atlantic Cargo
Address for notices: 1983 Marcus Avenue, Suite 100, Lake Success, NY 11042

You, the Undertenant: John C. Mandel Security Bureau, Inc.
Address for notices: 611 Jackson Avenue, Bronx, NY 10455-3106

If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used this Sublease includes them.

Information from Over-Lease:
Landlord: AIRIS Newark, LLC.
Address for notices: 625 Kentucky Avenue
Scottdale, GA 30079
Overtenant: (same as above)
Address for notices:

~~Date of Over-Lease:~~

~~Term: from: to:~~
~~A copy of the Over-Lease is attached as an important part of the Sublease.~~

Term: 1. one year, 0 months: Beginning: October 1, 2002 ending: [redacted] but can be terminated by either party at any without cause thirty days after submitting written notice to the other p

Premises rented: 2. Virgin Atlantic Cargo Building 340 (IACC-I) located in Newark International Airport

Use of premises: 3. The premises may be used for office space 270 sq.ft. onl

[redacted] 4. The yearly rent is $9,450.00 . You, the Undertenant, will pay this yearly rent to the Over tenant in twelve equal monthly payments of $ 787.50 . Payments shall be paid in advanc on the first day of each month during the Term.

~~Security:~~ ~~5. The security for the Undertenant's performance is $. Overtenant states that Over tenant has received it. Overtenant shall hold the security in accordance with Paragraph of the Over-Lease.~~

Agreement to lease and pay rent: 6. Overtenant sublets the premises to you, the Undertenant, for the Term. [redacted] You, the Undertenant, agree to pay the Rent and other charges as required in the Sub lease. You, the Undertenant, agree to do everything required of you in the Sublease.

Notices: 7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".

~~Subject to:~~ ~~8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.~~

Overtenant's duties: 9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Land lord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that th Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlor performs.

~~Consent:~~ ~~10. If the Landlord's consent to the Sublease is required, this consent must be received within day from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.~~

~~Adopting the Over-Lease and~~ **exceptions:** ~~11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these:~~

a) These numbered paragraphs of the Over-Lease shall not apply:

No authority: 12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

Successors: 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

Changes: 14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

OVERTENANT:
Virgin Atlantic Cargo
BY: William Catalina

You, the UNDERTENANT:
John C. Mandel Security Bureau, Inc.
BY:

Witness:

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

Guarantor and address:

Reason for Guaranty: 1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

Guaranty: 2. The following is my Guaranty:
I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

In addition, I agree to these other terms:

Changes in Sublease have no effect: 3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extention of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

Waiver of notice: 4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of nonpayment or nonperformance.

Performance: 5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

Waiver of jury trial: 6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

Changes: 7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

Signatures:

GUARANTOR:

WITNESS:

EPA and HUD Lead Paint Regulations, Effective September 6, 1996[1]

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.[2] Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet 3141 Lead Paint Lease Disclosure Form

[1]December 6, 1996 for owners of 1 to 4 residential dwellings.
[2]Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

MAIN AGREEMENT
VS/TP

virgin atlantic cargo

Virgin Atlantic Airways Ltd
1983 Marcus Avenue
Suite 100
Lake Success, NY 11042
tel. 516 775 2600
fax 516 354 3780
www.virgin.com/cargo

IATA STANDARD GROUND HANDLING AGREEMENT
Standard Ground Handling Agreement - Simplified Procedure

Annex B ... - Location(s), Agreed Services and Charges to the Standard Ground Handling Agreement (SGHA) of April 1998 between: **TAP AIR PORTUGAL S.A.**

having its principal office at: **Lisbon Airport, P. O. Box 50194 1704 Lisbon, PORTUGAL**

hereinafter referred to as "The Carrier" and: **VIRGIN ATLANTIC AIRWAYS, LTD.**

(CARGO DIVISION) having its principal office at 1983 Marcus Avenue, Lake Success, 11042.

hereinafter referred to as "The Handling Company". effective from: **August 1, 2003.**

This Annex B

for the locations: **Newark International Airport**

is valid from: **August 1, 2003**

This Agreement shall continue in force for the period of two-[2] years from the commencement of the work and thereafter continue until cancelled by either party by sixty [60] days prior written notice.

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of April 1998 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 1. HANDLING CHARGES

1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A.

Virgin Atlantic Cargo is a division of Virgin Atlantic Airways Ltd. Registered Office: 120 Campden Hill Road, London W8 7AR. Registered in England 1600117

MAIN AGREEMENT
VS/TP

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Section 1:
1.1.1, 1.1.2, 1.1.3, 1.1.4

Section 2:

2.1.1, 2.1.2, 2.1.3, 2.2.1, 2.2.2

Section 3:

3.1.1, 3.1.2, 3.1.3, 3.2.1, 3.2.2, 3.2.3

Section 5:

5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6, 5.1.7, 5.1.8, 5.1.9, 5.1.10, 5.1.11, 5.1.12, 5.1.13,
5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.2.7,
5.3.1, 5.3.2, 5.3.3, 5.3.4, 5.3.5,
5.4.1, 5.4.2, 5.4.3, 5.4.4,
5.5.1, 5.5.2, 5.5.4, 5.5.5, 5.5.6, 5.5.7, 5.5.8

Section 11:

11.1.1, 11.2.1

Section 13:

13.1.2, 13.1.3, 13.1.4, 13.1.5, 13.1.6, 13.1.7, 13.1.11, 13.1.12, 13.1.13, 13.2.1, 13.2.2, 13.2.3, 13.2.4

Section 14:

14.2.1

1.1.1 For provisions of Annex A, Cargo Handling, the following rates shall be charged: for a period of two years commencing **August 1, 2003.**

For all kilos handled of general cargo, comat, mail express, courier and baggage:

USD $0.0875 cents/kg

USD $50.00 per LD7 for the first 100 units per month; thereafter the charge Will be USD $65.00 per LD7

USD $45.00 per LD3

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*** Minimum USD $9,000.00 per calendar month.**

1.1.2 The CACEF inspection fee for freight terminating Newark, shall be paid by the handler. The carrier shall be responsible for the CACEF inspection fee for all transit shipments, as well as local terminating COMAT shipments.

1.1.3 The applicable overtime rate shall apply to flights operating more than four (4) hours past the schedules arrival and departure time.

Straight time -	**$20.00 USD per hour**
Overtime -	**$30.00 USD per hour**

1.1.4 The Carrier will provide and be responsible for the installation and charges for their own communications equipment.

1.1.5 Handler will retain all storage charges.

1.1.6 Handler will retain all export air waybill preparation charges.

1.1.7 The DG preparation charge shall be split 50/50 between the handler and the carrier.

1.1.8 Carrier shall be responsible for the drayage of cargo and mail to the aircraft.

1.1.9 The handler shall retain the Import Service Fee of **USD 20.00** per airwaybill, from the consignee, for all shipments terminating in **Newark International Airport.** In the case of consolidated shipments, this fee will be assessed against each house-airwaybill but not against the master-airwaybill.

1.1.10 Any port fees assessed shall be governed as provided under Section 6.2 of this agreement. The amount assessed shall be a Port Authority fee of **.0525%** for handling services and 10% for office rental.

1.1.11 Any alteration of the rates or other charges as set forth in this agreement shall be mutually agreed to by both the Carrier and the Handler.

1.1.12 The cost of training staff outside of the Newark International Airport facility shall be at the expense of the carrier.

1.1.13 Miscellaneous - Parts, fluids, lashing materials and plastic covering will be invoiced to the carrier at cost plus 15%.

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1.1.14 Settlement shall be affected by monthly, the invoice shall be directed through the IATA Clearing House.

1.1.15 Handling Company shall accept payment of Carrier's collect AWB charges. Handling Company shall deposit these funds into it's own account, and reimburse Carrier periodically, as mutually agreed. Handling Company shall invoice the Carrier an administrative fee of **USD 100.00 per month** for this service.

Carrier will be provided with **945 square feet of office space** by the handling company **250 square feet of office space will be provided free of charge which leaves a balance of 695 square feet** that the carrier will be charged for **leaves a balance of 695 square feet** that the carrier will be charges for. For this office space, Handling Company shall charge the following:

USD 29.00 per square foot per annum, for the period **August 1, 2003 to July 31, 2004. USD 29.00** per square foot per annum, for each subsequent **1 [one] year** period, plus the greater of the following:

a. The average annual percentage increase in the Consumer Price Index [CPI] for the previous twelve months as determined by the United States Department of Labor, Bureau of Labor Statistics, for the New York-Northeastern New Jersey Area.
b. 3%

1.1.17 The handling company will provide the carrier with warehousing functions for their COMAT operation. The handling company will perform all warehousing procedures as locally agreed.

PARAGRAPH 2. ADDITIONAL CHARGES

2.1 All services not included in Paragraph 1 of this Annex will be charged for at current local rates.

PARAGRAPH 3. DISBURSEMENTS

3.1 Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of **15%**.

PARAGRAPH 4. LIMIT OF LIABILITY

4.1 Limit of liability referred to in sub-article 8.5 of the Main Agreement is accepted as stated in sub-article 8.5 of the Main Agreement.

MAIN AGREEMENT
VS/TP

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PARAGRAPH 5. AREA OF RESPONSIBILITY

5.1 The area of responsibility as mentioned in sub-sections 10.1 and 10.4 of Annex A is not applicable to this agreement.

PARAGRAPH 6. TRANSFER OF SERVICES

6.1 **NOT APPLICABLE**

PARAGRAPH 7. SETTLEMENT

7.1 Notwithstanding Sub Article 7.2 of the Main Agreement settlement of account shall be effected by monthly direct billings.

The invoice shall be directed through the IATA Clearing House.

PARAGRAPH 8. SUPERVISION AND ADMINISTRATION

8.1 The services of Annex A. Section 13.1, covered by Sub-Paragraph 1.1 of this Annex B, refer only to services of Annex, A which are performed for the Carrier by the Handling Company.

Signed the.....

at.....

for and on behalf of
TAP AIR PORTUGAL, S.A.

By.....
Jose Manuel Coelho
General Manager
North & Central America

By .....
Ben Raccioppi
Cargo Manager, North America

Signed the.....

at.....

for and on behalf of
VIRGIN ATLANTIC AIRWAYS, LTD.
(CARGO DIVISION)

By.....
Jeff Pauletti
Vice President, Operations
Cargo - The Americas

Exhibit 3

virgin atlantic cargo

12/07/04

Cargo Building 340 Airis Drive, Newark Liberty Intl, Newark, NJ 07114

Agreement for 220 S.Q. Feet of Office Space

Cost: $1700.00 USD per Month Rental
+ 10% Port Authority Gross Receipts Fee ($170.00 per month).
Total: $1870.00 per month

Other:

Kalitta Air staff members are required to be within 25 feet of an ID'd escort under the guidelines set by the Port Authority of NY & NJ. We will take no responsibility in case of any fines or penalties issued resulting from non-compliance. [redacted] Any damages to the facility caused by Kalitta staff during or at the time of vacating the premises will be the sole responsibility of Kalitta Air to make repairs or settlement of such repairs. All fire extinguishers & hoses must be clear of obstruction at all times for easy accessibility.

Accounting & Settlement:

All amounts payable by Kalitta Air to Virgin Atlantic Cargo shall be billed monthly and such amounts will be due and payable within thirty (30) days upon date of receipt of invoices.

Statement of Agreement:

This Agreement shall continue in force from [redacted] and thereafter continue on a per month basis until either party may terminate this Contract without cause or penalty by furnishing thirty (30) days notice in writing to the other party.

Signed the 7 day of Dec 2004

at Newark, New Jersey USA
for and on behalf of

Virgin Atlantic Cargo
John Luongo, CSM Virgin Cargo EWR

Name & Title

Jeff Paulatti, VP N. America Cargo Ops

Signed the 7 day of Dec 2004

at Newark, New Jersey USA
for and on behalf of

Kalitta Air
Pete Sanderlin, Director Ops

Name & Title

VP/GEN MGR

EXHIBIT 4

Copy of January 18, 2005 Correspondence to Ground Lessor regarding Sub-Subleases

virgin atlantic cargo

Headquarters:
Virgin Atlantic Airways Ltd.
1983 Marcus Avenue
Suite 100
Lake Success, NY 11042
tel 516 775 2500
fax 516 354 3750

January 18, 2005

VIA FACSIMILE

Betty J. Parrish-Mensah
Senior Property Representative
Properties and Commercial Development Division
Newark International Airport
Administration Building No. 1
Newark, New Jersey 07114

RE: EWR – Lease ANA-884 – Building 340
Virgin Atlantic/Worldwide Flight Services
Request for Consent to Subleases

Dear Ms. Parrish-Mensah:

As a follow-up to your telephone conversation with Jeff Pauletti on January 13, 2005, Virgin Atlantic Airways ("Virgin") currently subleases certain portions of its Premises at EWR pursuant to the terms of the following agreements (collectively, the "Subleases"):

1. Sublease Agreement dated October 1, 2002 with John C. Mandel Security Bureau, Inc., currently operating on a month to month basis (the "Mandel Sublease"), a copy of which is enclosed;

2. IATA Standard Ground Handling Agreement effective August 1, 2003, with TAP Air Portugal S.A. (see Section 1.1.16) (the "TAP Sublease"), a copy of which is enclosed; and

3. Agreement for 720 Sq Feet of Office Space dated December 7, 1004 with Kalitta Air (the "Kalitta Sublease"), a copy of which is enclosed.

Virgin has been paying the 10% sub-lease fee to the Port Authority for the TAP Sublease and the Kalitta Sublease. A review of our records indicates, that (a) no fee has been paid for the Mandel Sublease and (b) we cannot locate a written consent to any of the above-referenced Subleases in our files.

The purpose of this letter is three-fold. First, we hereby request that the Port Authority provide us with its written consent to the Subleases. Second, with respect to the Mandel Sublease, Virgin agrees (a) to provide retro-active payment in the amount of $2,200.00 and (b) thereafter pay the 10% sub-lease fee for the Mandel Sublease monthly ($78.75) until the same is terminated.

Finally, the existence of the Subleases requires a minor modification to the License Agreement with Worldwide Flight Services, Inc. A blackline of the proposed change is enclosed for your review and approval. Worldwide Flight Services, Inc. has approved the revisions.

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Please forward the Port Authority's written consent to each of the Subleases and its approval of the revisions to the License Agreement to my attention. Thank you for your attention to this matter. If you have any questions or if I can be of any further assistance, please do not hesitate to call.

Very truly yours,

Joaquin Fiol
Senior Vice President

cc: Andrew Winterton (via email)
Jeff Pauletti (via email)

Michael Duffy (via email)

1933810.2

(Port Authority Acknowledgment)

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 16 day of November, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Joanne Diodatello of **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Peggy M. Spinelli
(Signature of Notary Public)

PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP6057870
Qualified in New York County
Commission Expires April 30, 2008

(Lessee Acknowledgment)

STATE OF Maryland)
)ss.:
COUNTY OF Howard)

On the 24th day of October, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Edward Burkhart of **AERO NEWARK, LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Felin S T C
(Signature of Notary Public)

Commission expires June 1, 2007

(Sublessee Acknowledgment)

STATE OF)
)ss.:
COUNTY OF)

On the 5 day of OCTOBER, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Joaquin E. Fiol of **Virgin Atlantic Airways, Ltd.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Joaquin Fiol

(Signature of Notary Public)

LISA NEILAN
Notary Public, State of New York
No. 01NE6116307
Qualified in Nassau County
Commission Expires Sept. 27, 08

(Sub-sublessee Acknowledgment)

STATE OF TEXAS)
)ss.:
COUNTY OF DALLAS)

On the 14TH day of September, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Patrick Prian of **Worldwide Flight Services, Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature of Notary Public)

LOYD ROSS EARLEY
Notary Public, State of Texas
My Commission Expires
January 18, 2009

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE LESSEE AND SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Lease No. ANA-884
Newark Liberty International Airport

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT AGREEMENT, dated as of November 1, 2009 (hereinafter referred to as the "Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority"), **AERO NEWARK, LLC** (hereinafter called the "Lessee"), and **EWR MEDPORT LTD.**, a limited partnership of the State of New Jersey (hereinafter called the "Sublessee"), with an office and place of business at 201 West Street, Suite 200, Annapolis, Maryland 21401, whose representative is Michael L. Minear.

WITNESSETH, That:

WHEREAS, the Port Authority leased to the Lessee and the Lessee hired and took from the Port Authority certain premises (hereinafter called the "Premises") at Newark Liberty International Airport (hereinafter called the "Airport") as described in a certain agreement of lease dated July 1, 1996, and identified by Port Authority Lease No. ANA-884 (said agreement of lease, as the same may hereafter be supplemented and amended, being hereinafter called the "Lease"); and

WHEREAS, the Lessee has requested the consent of the Port Authority to the attached proposed sublease agreement (herein called the "Sublease") between the Lessee and the Sublessee effective as of November 1, 2009;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding any provision of the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Lessee or the Sublessee, on the earlier to occur of the day preceding the date of expiration or earlier termination of the Lease or the Sublease, or such earlier date for the expiration or termination of the Sublease as the Lessee and the Sublessee may agree upon. The Sublessee shall quit the Premises and remove its property for which it is responsible therefrom on or before termination of the Sublease.

3. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in

writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Said designated officer or representative of the Port Authority and the Lessee and their respective offices shall be as set forth in the Lease and Sublease. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent Agreement as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent Agreement as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

4. The Sublessee hereby agrees to the terms and provisions contained in the exhibit attached hereto, hereby made a part hereof and marked Exhibit A. The terms and provisions of Exhibit A shall have the same force and effect as if herein set forth in full.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

5. This Consent Agreement consists of the following: paragraphs 1 through 5, inclusive, Exhibit A and the Sublease Agreement attached hereto. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Lessee and the Sublessee.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) David Kagan
~~Assistant Director~~
Business, Properties & Airport Development

(Seal)

ATTEST:

Secretary

AERO NEWARK, LLC

By

(Title) Senior Vice President

(Corporate Seal)

ATTEST:

Secretary

EWR MEDPORT LTD.

By

Print Name Jeffrey Lah

(Title) Director President

(Corporate Seal)

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
	LLF

LLF/NEI

EXHIBIT A

Terms and Conditions for Consent to Sublease Agreement

1. If the Lessee shall at any time be in default under the Lease, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent Agreement, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

2. (a) Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, variation or change in the rights and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring any rights, powers or privileges to the Sublessee as may be provided by the Sublease if not granted to the Lessee under the Lease, nor shall they impair or affect any of the duties, liabilities and obligations imposed on the Lessee under the Lease. The Sublease is an agreement between the Lessee and the Sublessee with respect to the various matters set forth therein. Neither this Consent Agreement nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the Sublease shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. It is the intention of the Port Authority hereunder merely to permit the exercise of the Lessee's rights and privileges thereunder by the Lessee (to the extent permitted by the Lease and this Consent Agreement). The specific mention of or reference to the Port Authority in any part of the Sublease including without limitation thereto any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent Agreement or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall in all respects be controlling, effective and determinative.

(b) No provisions of the Sublease, including but not limited to those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering action which may be undertaken by the Lessee or the Sublessee including but not limited to those involving signs, construction, insurance, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions as contained in the Sublease shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or

withholding approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) With respect to this Consent Agreement, the Lessee and the Sublessee understand and agree that although the Lessee is permitted under the Lease to perform services and functions for itself the Lessee may not and is expressly prohibited from performing any services or functions at the Airport for the Sublessee (even though the Lessee may perform the same for itself pursuant to the Lease) which are performed by organizations at the Airport authorized by permit from the Port Authority to perform such services or functions, unless the Lessee is specifically authorized by permit to perform such services or functions for other aircraft operators at the Airport and the Premises and in such event said services and functions shall be performed pursuant thereto. The Lessee, however, may make the necessary arrangements with the authorized organizations performing such services or functions at the Airport to have such services or functions performed for the Sublessee by such organizations or the Sublessee may perform such services and functions itself.

3. (a) (1) "Sublease Rent" shall include all rental payments payable to the Lessee by the Sublessee as such rental is defined in Section 4A (1) and (2) of the Lease.

(2) Effective as of the Effective Date, the Lessee and the Sublessee as a joint and several obligation shall pay to the Port Authority a fee (hereinafter called the "Consent Fee") at the times set forth in and in accordance with subparagraph (3) below.

(3) The Consent Fee shall be paid to the Port Authority by the Lessee and the Sublessee as a joint and several obligation as follows: On the 20th day of each and every calendar month during the time this Consent Agreement shall remain in effect and including the calendar month following the expiration or earlier termination of this Consent Agreement, the Lessee or the Sublessee shall render to the Port Authority a statement sworn to by a responsible fiscal or executive officer of the Lessee or the Sublessee showing all the Sublease Rent paid or payable for the preceding month and the Lessee or the Sublessee shall pay to the Port Authority at the time of rendering such statement an amount equal to ten percent (10%) applied to the Sublease Rent paid or payable for such preceding month, provided, however, if this Consent Agreement shall expire or be terminated effective on a day other than the last day of a calendar month, the final payment of the Consent Fee shall be due and payable within five (5) days after the effective date of such expiration or termination. Payments made hereunder shall be made to the Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517, or via the following wire transfer instructions: Bank: TD Bank, Bank ABA Number: 031201360, Account Number ; or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Lessee and the Sublessee. If the Lessee or the Sublessee have not rendered the aforesaid monthly statement(s) as of the time of execution of this Consent Agreement, and without limiting the generality of any other term or provision hereof, the Lessee or the Sub-sublessee shall submit the monthly statement(s) provided for above and pay, at the time of execution and delivery of this Agreement to the Port Authority, an amount equal to the Consent Fee payable for the period from the Effective Date, to the time of delivery of this Consent Agreement to the Port Authority executed by the Lessee and the Sublessee.

(4) There shall be excluded from Sublease Rent any sum paid by the Sublessee to the Lessee for building janitorial services provided said sum is separately stated to and

paid by the Sublessee and there shall be excluded from Sublease Rent any sum paid by the Sublessee to the Lessee for building maintenance services provided said sum is separately stated to and paid by the Sublessee and, provided further, the Sublessee and the Lessee each acknowledge and agree that the Port Authority does and shall continue to have the right at any time and from time to time to withdraw the foregoing exclusions from Sublease Rent, in whole or in part, or to establish a separate fee for each such service, which may be a percentage fee other that ten percent (10%), upon sixty (60) days' prior written notice to the Sublessee and the Lessee.

(5) (i) It is understood and agreed by the Lessee that the Consent Fee shall be additional rent under the Lease.

(ii) The obligation of the Sublessee to pay the Consent Fee shall be and be deemed a promise to pay a sum of money by the Sublessee to the Port Authority and shall be recoverable by the Port Authority from the Sublessee in the same manner and with like remedies as a sum of money owed to the Port Authority, provided, however, nothing herein shall preclude the Port Authority from joining the Sublessee in a summary proceeding against the Lessee.

(6) In connection with the payment of the Consent Fee hereunder the Lessee and the Sublessee shall each, from and after the Effective Date through the remainder of the time this Consent Agreement shall remain in effect, maintain in accordance with accepted accounting practice, for one (1) year after expiration or earlier termination thereof, and for a further period extending until the Lessee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions in any wise connected with the Sublease and the Sublessee's use and occupancy of the Premises, which records and books of account shall be kept at all times within the Port of New York District. Further the Lessee and the Sublessee shall each permit in ordinary business hours during the time the Sublease shall remain in effect, and for one year thereafter, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account.

(7) Neither a partnership nor any joint adventure is hereby created or implied notwithstanding the fact that the Consent Fee to be paid hereunder is an obligation of the Sublessee and the Lessee and shall be determined based upon a percentage of the Sublease Rent.

(8) Neither the Lessee nor the Sublessee shall divert or allow to be diverted from payment under the Sublease any revenues arising out of or in connection with the Sublease or the Sublessee's use and occupancy of the Premises.

(b) Nothing contained herein including without limitation the obligation of the Sublessee to pay the Consent Fee nor the payment thereof by the Sublessee nor the acceptance thereof by the Port Authority shall create or be deemed to have created a landlord tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Premises shall in all events be and remain subject and subordinate to the Lease.

4. If the Lessee or the Sublessee should fail to pay any amount required under this Consent Agreement when due to the Port Authority, including without limitation any payment of the

Consent Fee, or any other fees, or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described) during the entirety of which such amounts remain unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is intended to, or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent Agreement, including without limitation the Port Authority's rights set forth in paragraph 8 hereof or (ii) any obligations of the Lessee or the Sublessee under this Consent Agreement. In the event that any late charge imposed pursuant to this paragraph shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Consent Agreement shall be payable instead at such legal maximum.

5. The Consent Fee payable under this Consent Agreement shall be subject to increase from time to time upon thirty (30) days' notice from the Port Authority to the Lessee and the Sublessee and upon the effective date of the increase set forth in said notice (which date is herein called the "Fee Increase Date"), the Consent Fee payable by the Lessee and the Sublessee under this Consent Agreement shall be as set forth in said notice. This Consent shall be cancelled and the Sublease shall be terminated effective as of the date immediately preceding the Fee Increase Date without notice to the Lessee or the Sublessee in the event that either (1) the Port Authority shall have received a notice from the Lessee prior to the Fee Increase Date that the Lessee does not wish to pay the increased Consent Fee, or (2) the Port Authority shall have received a notice from the Sublessee prior to the Fee Increase Date that the Sublessee does not wish to pay the increased Consent Fee. If the Port Authority does not receive such a notice from the Lessee or the Sublessee then the increased Consent Fee will become effective on the Fee Increase Date as set forth in the Port Authority's notice. No cancellation of this Consent Agreement pursuant to this paragraph shall or shall be construed to relieve the Lessee or the Sublessee of any obligations or liabilities hereunder which shall have accrued on or before the effective date of such cancellation.

6. The Sublessee, in its operations under and in connection with the Sublease and its use and/or occupancy of the Premises, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Lease.

7. (a) Without in anywise affecting the obligations of the Lessee under the Lease and under this Consent Agreement and notwithstanding the terms and provisions of the Sublease, the Sublessee shall make repairs and replacements as if it were the Lessee under the Lease. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers,

employees and representatives from and against (and shall reimburse the Port Authority for their costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Agreement by the Sublessee or out of its operations under the Sublease or at the Premises, or out of the use of the Premises by the Sublessee or by others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Sublessee at the Premises, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport, including claims and demands of the City of Newark from which the Port Authority derives its right in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of Newark against claims. However, all acts and omissions of the Sublessee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

8. (a) In addition to the insurance required to be maintained by the Lessee under the Lease, the Sublessee during the period the Sublease shall remain in effect shall in its own name as insured and including the Port Authority and the Lessee as additional insureds obtain, maintain and pay the premiums on a policy or policies of Commercial General Liability Insurance, including but not limited to premises-operations and completed operations, covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority or the Lessee, or both, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority and the Lessee as additional insureds. In addition, the insurance required hereunder shall provide or contain an endorsement providing that the protections afforded the Port Authority or the Lessee, or both, thereunder as additional insureds with respect to any claim or action against the Port Authority or the Lessee, or both, by the Sublessee shall be the same as the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person as if the Port Authority and the Lessee were the named insureds thereunder. Further, the said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under subparagraphs (a) and (b) hereof.

Minimum Limit

Commercial General Liability: Combined single limit per occurrence for death, bodily injury and property damage liability	$5,000,000.00
Commercial Automobile Liability: Combined single limit per occurrence for death, Bodily injury and property damage liability	$2,000,000.00

(b) Without limiting the provisions hereof, in the event the Sublessee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all the terms and provisions hereof.

(c) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period the Sublease remains in effect. The Port Authority at any such time may make additions, deletions, amendments to or modifications of the above-scheduled insurance requirements, including an increase in such minimum limits, and may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem advisable and the Sublessee shall promptly comply therewith.

(d) As to the insurance required by the provisions of this paragraph, a certified copy of the policies or a certificate or certificates or binders satisfactory to the Port Authority evidencing the existence thereof, shall be delivered by the Lessee to the Port Authority upon delivery of this Consent Agreement to the Port Authority. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement, unqualifiedly committing the insurer not to cancel, terminate, change or modify the policy without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Any renewal policy shall be delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of this Consent. The aforesaid insurance shall be written by a company or companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement thereof. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

9. This Consent Agreement may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the Lessee and the Sublessee and no such revocation shall be

deemed to affect the Lease or the continuance thereof, but the Sublease shall be deemed terminated thereby.

10. The granting of this Consent Agreement by the Port Authority shall not be deemed to operate as a waiver of the rights of the Port Authority, or as a consent to any subsequent sublease agreement (by the Lessee or by the Sublessee) or to any assignment of the Lease or to any assignment of the Sublease or of any rights under any of the foregoing, whether in whole or in part.

11. Reference herein to the "Lessee" or the "Sublessee" shall mean and include as to the Lessee and the Sublessee, their respective officers, agents, employees and also others at the Premises or the Airport with the consent of either the Lessee or the Sublessee.

12. The Lessee and the Sublessee hereby represent to the Port Authority that they have complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Lessee and the Sublessee under the Lease or its or their use and/or occupancy of the Premises. The obligation of the Lessee and the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

13. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

14. Nothing contained in this Consent Agreement or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Premises including without limitation the installation of any signs at the Airport. The Lessee and Sublessee agree that no construction or installation, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Lease and of the Sublease and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority.

15. The Sublease shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

16. If the Sublessee is obligated by any other agreement to maintain a security deposit with the Port Authority to insure payment and performance by the Sublessee of all fees, rentals, charges and obligations which may become due and owing to the Port Authority arising from the Sublessee's operations at the Airport pursuant to any such other agreement or otherwise, then all

such obligations under such other agreement and any deposit pursuant thereto and any interest thereon also shall be deemed obligations of the Sublessee under this Consent Agreement and as security hereunder as well as under any other agreement, all provisions of such agreement with respect to such obligations and any obligations thereunder of the Port Authority as to the security deposit hereby being incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply or any permitted assignment of such other agreement shall not affect such obligations as to such security which shall continue in full force and effect hereunder and additionally as therein provided.

17. Anything in the Sublease to the contrary notwithstanding, this Consent Agreement and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New Jersey.

18. It shall be understood that any capitalized terms not defined herein shall have the meaning as such terms are defined in the Lease.

19. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

For the Port Authority

Initialed:

For the Lessee

For the Sublessee

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 28th day of November in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared David Kagan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MICHAEL F. SCHMIDT
Notary Public, State of New York
No. 01SC6118149
Qualified in New York County
Commission Expires November 1, 2012

(Signature of Notary Public)

AERO NEWARK, LLC

STATE OF Illinois)
)ss.:
COUNTY OF Cook)

On the 19th day of October in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Ernest Fiorentino,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged that he executed the same in his capacity as Senior Vice President of **Aero Newark, LLC**, and that by his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

OFFICIAL SEAL
MARITSA C. BAENEN
Notary Public State of Illinois
My commission expires March 27, 2013

Maritsa C. Baenen
(Signature of Notary Public)

EWR MEDPORT LTD.

STATE OF N.J.)
)ss.:
COUNTY OF Morris)

On the 23rd day of August in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Jeffrey W. Fr

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged that he executed the same in his capacity as Executive Director of **EWR Medport Ltd.**, and that by his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

(Signature of Notary Public)

MARIE MAGUIRE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 14, 2013