

Duffy, Daniel

Feb 10

From: cking@riker.com
Sent: Friday, October 14, 2011 3:16 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Catherine
Last Name: King
Company: Riker Danzig
Mailing Address 1: Headquarters Plaza
Mailing Address 2: 1 Speedwell Avenue
City: Morristown
State: NJ
Zip Code: 07960
Email Address: cking@riker.com
Phone: 973-451-8545
Required copies of the records: Yes

List of specific record(s):

Any and all agreements with rental car service providers in the past five 5 years

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 27, 2012

Ms. Catherine King
Riker Danzig
Headquarters Plaza, 1 Speedwell Avenue
Morristown, NJ 07960

Re: Freedom of Information Reference No. 12710

Dear Ms. King:

This is a response to your October 14, 2011 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of agreements with rental car service providers in the past five years.

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/12710-LPA.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to Exemptions (1) and (4) of the Code

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

Very truly yours,



Daniel D. Duffy
FOI Administrator

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

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice to your Specific Contract Administrator.



THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Vendor No. 129604
ELRAC D/B/A ENTERPRISE RENT-A-CAR
1550 ROUTE 23 NORTH
WAYNE NJ 07473
Telephone# (973) 709-2385
Fax# (973) 709-2484
Your person responsible BOB FRIEDMAN

Page 1 Of 3
PO Number/Date
4500046891 / 06/15/2006
Ref: Contract 4600006334

CHANGE TO PURCHASE ORDER

Change Date: 08/08/2008
Our fax number
212-435-3959
Deliver to Address:
Port Authority Technical Center
241 Erie Street - Room 105
Jersey City NJ 07310
Deliver to this address unless a different address is shown below.

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount will be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days			
Quantity	Description	Unit Price	Total
	<p>THIS IS A ONE YEAR REQUIREMENTS CONTRACT WITH TWO ONE YEAR OPTIONS FOR RENTAL OF VEHICLES AS PER NY STATE CONTRACT # PS81890 AND PA ADDENDUM TO THE CONTRACT</p> <p>TERM OF THE CONTRACT IS JULY 1, 2006- JUNE 30, 2007</p> <p>YOUR CONTRACT ADMINISTRATOR IS STEVE TKACH @ 201-216-2371</p> <p>EXERCISE OPTION #1. TERM OF THE OPTION IS 7/1/07-8/31/08 PRICES WILL BE ESCALATED UNDER THE SAME TERM AS THE NY STATE CONTRACT EFFECTIVE 9/1/07 AS CONFIRMED BY BOB FRIEDMAN</p> <p>AS ALLOWED IN THE NY STATE CONTRACT TERMS AND AS AGREED BY THE PORT AUTHORITY , EFFECTIVE SEPTEMBER 1, 2007 PRICES FOR ALL RENTAL CHARGES HAVE BEEN ESCALATED 2.6909%</p> <p>EXERCISE OPTION #2 TERM OF THE OPTION IS</p>		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

**For Director,
Procurement Department**

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice to your Specific Contract Administrator.



THE PORT AUTHORITY OF NY & NJ

1 Madison Avenue, 7th Floor, New York NY 10010

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Page 2 Of 3

Vendor No. 129604

PO Number/Date

ELRAC D/B/A ENTERPRISE RENT-A-CAR

4500046891 / 08/15/2008

WAYNE NJ 07473

Quantity	Description	Unit Price	Total
	<p>9/1/08-8/31/09. AS ALLOWED IN THE NY STATE CONTRACT TERMS AND AS AGREED BY THE PORT AUTHORITY , EFFECTIVE SEPTEMBER 1, 2008 PRICES FOR ALL RENTAL CHARGES HAVE BEEN ESCALATED 4.2%</p> <p>SEE ATTACHED REVISED RATES EFFECTIVE 9/1/08</p> <p>*** Text changed ***</p> <p>2ND OPTION 9/1/08-8/31/09</p> <p>*** New Item ***</p> <p>The item covers the following services: 2ND OPTION 9/1/08-8/31/09</p> <p>Freight Terms FOB Delivery Point, Freight Incl. Contact person/Telephone Dennis Kopik/212-435-3931</p>		<p>200,000.00</p>

Total Delivered Price In USD

492,337.76

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

**For Director,
 Procurement Department**

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.
2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. Standard PA payment terms are net 30 days, unless otherwise stated.
4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.
5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.
6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the PA.
7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.
9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.
10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.
11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice to your Specific Contract Administrator.



THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Page 1 Of 2
PO Number/Date
4500046891 / 06/15/2006
Ref: Contract 4600006334

PURCHASE ORDER

Vendor No. 129604
ELRAC D/B/A ENTERPRISE RENT-A-CAR
1550 ROUTE 23 NORTH
WAYNE NJ 07473
Telephone# (973) 709-2385
Fax# (973) 709-2484
Your person responsible BOB FRIEDMAN

Our fax number
212-435-3959
Deliver to Address:
Port Authority Technical Center
241 Erie Street - Room 105
Jersey City NJ 07310
Deliver to this address unless a different address is shown below.

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount will be taken on total order. Shp no goods C.O.D. or transportation charges collect, unless otherwise specified.

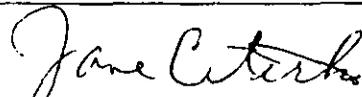
Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	<p>THIS IS A ONE YEAR REQUIREMENTS CONTRACT WITH TWO ONE YEAR OPTIONS FOR RENTAL OF VEHICLES AS PER NY STATE CONTRACT # PS61890 AND PA ADDENDUM TO THE CONTRACT</p> <p>TERM OF THE CONTRACT IS JULY 1, 2006- JUNE 30, 2007</p> <p>YOUR CONTRACT ADMINISTRATOR IS STEVE TKACH @ 201-216-2371</p> <p>rental vehicles</p> <p>The item covers the following services: One year contract for rental cars & vans</p> <p>Freight Terms FOB Delivery Point, Freight Incl. Contact person/Telephone Dennis Kopik/212-435-3931</p>		144,468.10

Total Delivered Price In USD

144,468.10

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor heretofore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.


For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.
2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. Standard PA payment terms are net 30 days, unless otherwise stated.
4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.
5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.
6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the PA.
7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.
9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.
10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.
11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

Addendum to the New York State contract PS 61890

Rental Vehicle Agreement Between the Port Authority of NY & NJ and Elrac Inc. d.b.a. Enterprise Rent-A-Car

This is a requirements contract covering the daily rental of vehicles. The Contract is between the Port Authority of NY & NJ and Elrac Inc d.b.a. Enterprise Rent-A-Car. This Contract shall be in effect from the date of award to one calendar year from the date of award, and the Port Authority shall have the option of extending the contract for two (2) additional one (1) year consecutive periods. Should the Port Authority elect to exercise the option(s), it shall notify the Vendor in writing at least thirty (30) days prior to the expiration date of the contract, and, if applicable, the extension periods thereafter. The first option shall begin on the day after the anniversary of the one year term and the second option shall begin on the day after the anniversary of the first option. The Port Authority may terminate this agreement without cause upon 30 days prior written notice.

This agreement shall supersede the New York State Contract for all provisions noted herein.

General Requirements

The parties agree to the following:

- The Port Authority shall guarantee payment for a minimum of four (4) full size vehicles per month on a 5-day program (Monday-Friday) at the following rates, which shall be billed, to the Port Authority on a weekly basis. This guaranteed minimum may increase if both parties mutually agree in writing to a higher minimum. The payment guarantee shall apply to the NY City Enterprise location only.

New York City Rentals:

Full Size Class: \$254.95 for 5 days

- The Port Authority shall incur no additional charges for multiple rentals of the same vehicle on any given 24 hour period.
- The Port Authority will make available to Enterprise, at its New York City location, two (2) Port Authority owned vehicles for dispatch pursuant to this agreement for exclusive use by Port Authority designees.
- Enterprise, at the New York City location, shall provide a parking space for each of the two (2) Port Authority owned vehicles for when they are not in use. The parking costs shall be invoiced monthly and separately from the vehicle rental invoices but included with the monthly statement sent to the Port Authority for billing. Parking space cost for the Port Authority vehicles will be in accordance with the amounts listed below with the rental rates for New York.
- At the New York City location, Enterprise shall dispatch first the four (4) Enterprise vehicles that the Port Authority has paid for, and then the two (2) Port Authority vehicles will be the 5th and 6th vehicles dispatched on the same day. Upon request by the driver,

a Port Authority owned vehicle may be dispatched before any of the four (4) Enterprise vehicles.

- The Port Authority shall rent additional vehicles from Enterprise on an as needed basis at the New York City location. The Port Authority shall make every effort to call ahead for the dispatch of additional vehicles. This will enable Enterprise to obtain a vehicle from another location if there is not one available at the New York City location.
- The Port Authority shall rent additional vehicles from Enterprise on an as needed basis at the Newark, New Jersey, Gateway location.
- The Port Authority cannot estimate the number of vehicles that should be made available for rental on an as needed basis at the Newark, New Jersey, Gateway location.
- The Port Authority will perform all maintenance and servicing on all Port Authority owned vehicles. The Port Authority may also perform maintenance and servicing on Enterprise vehicles on rent, the cost of which will be borne by Enterprise once an invoice is provided to Enterprise for such work. The invoice provided to Enterprise by the Port Authority shall include the unit number, license plate number, make, model, mileage, date of service, and a detailed description of services performed. All prices shall be fair and reasonable within generally accepted industry standards.
- The Port Authority shall provide 15 E-Z Passes and 15 Port Authority Fuel Cards to Enterprise at the New York City location only. Both E-Z Pass and Fuel Cards shall have a Port Authority designated identification number on each and be in legible condition before being issued to Port Authority staff for use in an Enterprise rented vehicle.
- Enterprise shall record the Port Authority E-Z Pass and Fuel Card identification number in the log, a copy of which is attached hereto, for each E-Z Pass and Fuel Card provided to Port Authority staff for use in all Enterprise vehicles. Upon return of the rented vehicle, Enterprise must take custody of the E-Z Pass and the Port Authority fuel card and maintain them in a secure area such as a safe. Enterprise will bear the responsibility for any use of these items by other than Port Authority designees and will pay all costs, fines and penalties associated with such unauthorized use.
- Enterprise will assist in the dispatch and management of the Port Authority vehicles, at the New York City location only, at no additional cost to the Port Authority. The Port Authority vehicle types will be two (2) Toyota Prius', however, Port Authority supplied vehicles are subject to change at any time provided the total number of such vehicles does not exceed mutually agreed to levels.
- Additional vehicles required by Port Authority staff beyond the guaranteed minimum of four (4) at the New York City location as detailed above, shall be provided by Enterprise on an as needed basis at the rates listed below:

New York Location:

Daily Rate	Full Size	\$50.99
5 Day Rate	Full Size	\$254.95
Daily Rate	Minivan	\$66.99
5 Day Rate	Full Size	\$334.95
Parking Rate	Monthly \$700.00 for two Port Authority Vehicles	

Due to customized services and direct billing provided as part of this agreement, both parties agree to the billable rates noted on page one and three of contract.

Port Authority agrees to pay an insurance surcharge of \$18.00 per day for each day a vehicle is so rented if the Port Authority driver is under the age of 21 years, and only for such vehicles originating from the New York City location.

New Jersey Location:

Daily Rate	Full Size	\$ 50.99
Daily Rate	Minivan:	\$ 66.99

- Upon request, at no additional cost to the Port Authority, Enterprise shall provide pickup and drop off service to Port Authority staff at both New York City locations (225 Park Avenue and 1 Madison Avenue) and the Newark New Jersey location. Pickup and drop off shall be available on demand upon Enterprise's receipt of a telephone call from Port Authority staff.
- The Port Authority shall be responsible for ensuring that all Port Authority employees, including but not limited to, contract employees, temporary employees, and consultants of the Port Authority, have and maintain a valid driver's license.
- Enterprise shall check the credentials of the Port Authority driver renting an Enterprise vehicle. These credentials are a valid driver's license, a Port Authority employee ID card, a PA Form 70 with both an Authorized signature in the signature block, and a Port Authority issued Control Number (Red Card). Such documentation should be forwarded to the Port Authority each week to the contract administrator.
- Port Authority drivers under the age of 21 years will not be permitted to drive a rented Enterprise vehicle in which the rental originated from Enterprise Newark, New Jersey location.
- Enterprise will continue to provide access and space for the Port Authority's two (2) direct telephone lines and phones to the Enterprise Rent-A-Car facility located at 106 West 24th Street, New York, NY 10011. The Port Authority shall be responsible for maintenance and all associated costs of the lines and telephones. These phone lines will be available for Port Authority usage only during office hours Monday-Friday 7-7PM, Saturday 8-12 PM, and Sunday 3-9 PM.

- The Enterprise Gateway location is in Newark, New Jersey. The hours of operation at the Gateway location shall be Monday through Friday, 7:30 AM – 6 PM, Saturday, 9 – 12 Noon, and Sunday, closed.
- Fuel charges/credits will be assessed at the end of each month based on an average fuel efficiency of 26 miles per gallon, as follows:
 - a. The Port Authority will provide Enterprise with the total number of Port Authority supplied gallons of fuel consumed in the Enterprise vehicles during the month.
 - b. Enterprise will determine the total mileage recorded for the same monthly vehicle usage.
 - c. Enterprise will then calculate the remaining difference of fuel shortage or overage. If a shortage, the Port Authority will pay Enterprise for the shortages at a price per gallon of \$2.50. If an overage occurs, Enterprise will reimburse the Port Authority at the Port Authority's cost of the fuel for each specific month where an overage occurred.
- Enterprise shall provide monthly reports to the Port Authority contract administrator detailing vehicle usage and shall include the following information:
 - a. Port Authority Control Number given with the PA-70 form.
 - b. The date and time of the start of rental.
 - c. Employees First and Last name.
 - d. Port Authority employee ID number.
 - e. Port Authority organization number of the employee.
 - f. Employee work phone number.
 - g. The License plate number of the rental vehicle.
 - h. Enterprise's vehicle unit number.
 - i. Vehicle type.
 - j. Destination as provided by the Port Authority driver.
 - k. The date and time of the end of the rental.

- l. Number of rental days billed.
- m. Vehicle mileage reading at the start of the rental (Mileage Out).
- n. Vehicle mileage reading at the end of the rental (Mileage In).
- o. Total miles.
- p. Employee Signature.

1. Contractor Not An Agent

This Agreement does not constitute that the Contractor is the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

2. Personal Non-Liability

Neither the Directors of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

3. Harmony

The Contractor 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 Facility which interfere or are likely to interfere with the operation of the Port Authority with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

4. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable

to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Agreement.

5. Sales or Compensating Use Taxes

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

6. Records and Reports

The Contractor shall set up, keep and maintain in effect in accordance with accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including records of original entry and daily forms) recording all transactions of the Contractor, at, through or in any way connected with or related to the operations of the Contractor hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

The Contractor shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the Director/General Manager or the Facility Manager may from time to time require, and the Contractor shall at all reasonable times

allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to the Port Authority on a monthly basis, written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
- b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

7. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information.

By Bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to Bid opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, Bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

8. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.

By Bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that:

- a. the prices in its Bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- b. the prices quoted in its Bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such Bid to any other Bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority or the Port Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority or the Port Authority employee or former employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code; and
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

- a. if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
- b. if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, he Bidder shall so state and shall furnish with the signed Bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its Bid, setting forth in such statement the reasons for its uncertainty.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the Bid is submitted, the Bidder shall immediately notify the Port Authority in writing during the period of irrevocability of Bids on this Contract or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Port Authority and that the Port Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Port Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Port Authority may determine that the Bidder is not a responsible Bidder with respect to its Bid on the Contract or with respect to future Bids on the Port Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Port Authority will evaluate the reasons therefor provided by the Bidder.

10. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts.

Bidders are advised that the Port Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to Bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a Bid on a Port the Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has Bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to

which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Port Authority's Board of Commissioners meeting of September 9, 1993.

11. No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority or the Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority or the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority or the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority or the Port Authority, whether or not such duties are related to this Contract or any other Port Authority or the Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority or the Port Authority contract), etc. which right tend to obligate the Port Authority or the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority or the Port Authority contract. Where used herein, the term "the Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

12. Conflict of Interest

During the term of this contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Port Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Port Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Contractor of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's services not be performed by the Contractor, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Port Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the services provided by the Contractor hereunder.

13. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than

fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation, which owns more than 50% of the voting stock of the Bidder.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this contract.

Provisions of New York State Contract PS 61890
Incorporated in This Agreement

General Requirements

Section C

In the course of a rental in progress, should any repair be found necessary, the Port Authority representative is to be apprised, in writing, of the need for the repair. Immediate action to remedy the problem must occur and a replacement vehicle must be provided at no additional cost to the Port Authority.

Section D

Section D has been deleted.

Section E

The Contractor agrees that the resulting contract may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Port Authority.

Section F

Notwithstanding any Contractor's possible use of its standard rental form for purposes of recording the relevant data for vehicles rented under this contract, or factual certifications such as pertaining to the inspection of the vehicle or the fact that the driver is duly licensed. Any terms and conditions in such contractors standard rental form shall be without force or effect regardless of whether the rental form is signed by an authorized representative of the Port Authority. The sole terms and conditions applicable to the rentals or series of rentals under any contract resulting from the RFP shall be those found in such contract and RFP.

Section H

It is the Contractor's responsibility to maintain the vehicles and related equipment provided under the resulting contract consistent with applicable safety and health codes.

Section I

This is a full service contract. The Contractor will keep all vehicles provided in good working order. For the purposes of the resulting contract, full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all parts, material and equipment cost. The bid price shall also include all emergency work; complete preventive maintenance as recommended by the manufacturer or specified herein, which ever is greater; all repairs and replacements of major or minor parts, as necessary on the rental fleet; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include any ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated

in these specifications, but necessarily attendant thereto, are deemed to be understood by the Contractor and included herein.

**End of Provisions of New York State
Contract PS 61890 Incorporated in This Agreement**

Specific Requirements

Contractor Standard Rental Form:

Notwithstanding any Contractor's use of its standard rental form for purposes of recording the relevant data for vehicles rented under this contract or for the factual certifications such as pertaining to the inspection and condition of the vehicle or the fact the driver is duly licensed, any terms and conditions in such Contractor's standard rental form shall be without force or effect regardless of whether the rental form is signed by an authorized representative of the Port Authority. The Sole terms and conditions applicable to the rentals or series of rentals under this contract shall be those found herein.

Vehicles

At the time of rental, vehicles are to be no more than four years old (as measured from the date of manufacture), cleaned, washed after the last use, and in excellent operating condition. Interior windshields shall be clean and the vehicles shall contain at least one-half tank of fuel. It is the responsibility of the user to provide fuel for the term of the rental and to return the vehicle with an amount approximately equal to that when it was picked up (one-half tank etc.).

Subcontractors

The Port Authority reserves the right to approve participation by subcontractors on an individual basis and any request to include such participation must be pre-approved by the Port Authority. The Port Authority also reserves the right to rescind any such participation in the best interest of the Port Authority at the Port Authority's sole discretion.

Accident Reports

The contractor shall report all accidents to the Port Authority's Central Automotive Division at 241 Erie Street - Room 307, Jersey City, New Jersey 07310, Attention: Manager.

Price Stability

If for any reason, during the term of the contract, the contractor reduces the pricing for similar services to a similarly situated entity, the Port Authority shall receive an equivalent reduction in pricing for the products or services delivered to the Port Authority.

General

The above constitutes the complete agreement of the parties. It may be amended only by mutual written consent of both parties.

Insurance Requirements:

For Enterprise cars in the care custody and control of Port Authority drivers, the Port Authority assumes the risk of automobile liability and physical damage except where vehicles are within care, custody and control of Enterprise or their agent or subcontractor including their garage keepers.

In the event damage is sustained to the Enterprise vehicle while in the possession, control or use of the Port Authority, the vehicle will be returned to Enterprise by the Port Authority for estimate and/or repair, as determined, in its sole discretion, by Enterprise.

The Port Authority will indemnify and assume full responsibility for any and all damage incurred by the Enterprise vehicle while in its possession, control or use of the Port Authority, its agents, servants and/or employees unless the vehicle is determined to be operationally unsafe or having had a defect causing such damage or injury during the vehicles use by the Port Authority as determined by an independent company in the event it is deemed warranted.

INDEMNITY

The Port Authority of New York and New Jersey agrees to indemnify fully and save and hold harmless Enterprise, its subsidiaries and affiliated companies, its agents, and employees from and against all claims and actions and all expenses, including, but not limited to attorneys' fees, incidental to the investigation and defense thereof, to the extent based upon or arising out of damages or injuries to third persons or their property, caused by the breach by the Port Authority, its agents, servants or employees of any of the terms of this Contract.

Except as otherwise expressly stated in this Contract, the Port Authority agrees to indemnify fully and save and hold harmless Enterprise its subsidiaries and affiliated companies, its agents, and employees from and against all claims and actions and all expenses, including, but not limited to, attorneys' fees, incidental to the investigation and defense thereof, to the extent based upon or arising out of damages or injuries to third persons or their property, caused by the negligence or willful, intentional acts or omissions of the Port Authority, its agents, servants or employees.

INSURANCE PROCURED BY ENTERPRISE AND ITS OPERATOR CITS#: 2464N

Enterprise shall comply with the Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Workers' Compensation Insurance requirements, as stated below, in this Contract as they relate to the rental car counter operations, garage operations and pick up and drop off service at the Newark, New Jersey Gateway location.

Enterprise shall comply with the Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation, and Garage Keepers Legal Liability Insurance requirements, as stated below, as they relate to rental car counter operation, garage operations, parking lot operations, and pick up and drop off service in Manhattan, New York West 24th Street.

The Port Authority shall permit Enterprise to require its Operator of the garage and parking lot(s) to comply with the Commercial General Liability, Commercial Automobile Liability, Workers' Compensation, and Garage Keepers' Legal Liability Insurance requirements, as they relate to this operation and as stated below.

The insurance policy(s) and the certificate(s) of insurance of Enterprise and its Operator(s) shall state the Port Authority contract number and a statement that "the evidence of insurance" is provided for the specific locations identified above.

Enterprise and its Operator(s) shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, including contractual liability coverage covering the obligations assumed by Enterprise under this contract and Commercial Automobile Liability Insurance covering owned, non-owned, and rented vehicles covering liabilities incurred by Enterprise in the following minimum limits. See paragraph below.

Commercial General Liability Insurance - \$2 million combined single limit per occurrence for bodily injury and property damage liability.

Commercial Automobile Liability Insurance - \$2 million combined single limit per accident for bodily injury and property damage liability.

Garage-Keepers' Legal Liability Insurance- \$50,000.00 Comprehensive Form, including collision and overturn.

In addition, the liability policy(ies) shall name the Port Authority of New York and New Jersey as additional insured. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusions from liability forming part of the most up-to date Insurance Services Office (I.S.O.) form(s) or its equivalent of the Commercial General Liability and Commercial Automobile Liability Insurance Policies. The liability policy(ies) and certificate of insurance shall include cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured.

The certificate of insurance and policy must contain the following wording for the above liability coverages:

Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defense involving in any way jurisdiction of the Tribunal, immunity of the Port Authority, governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority without obtaining written express advance permission from the General Counsel of the Authority.

Garage-Keepers Legal Liability Insurance: the limit per location shall be covered through Enterprises self insurance program.

Enterprise is responsible for all deductibles including those of its Operator.
Enterprise and its Operator shall also take out, maintain, and pay the premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where the work will take place.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' written notice to the Port Authority of New York and New Jersey, General Manager, Risk Management, at the address below.

For Enterprise only, in lieu of the Commercial General Liability and Commercial Automobile Liability Insurance required above, if Enterprise maintains a liability self-insurance program for such coverages, Enterprise may elect, upon written notice to the Port Authority, at the address below, that its self-insurance program shall provide primary insurance coverage for the risks herein assumed upon the above terms and conditions as if such coverage were afforded by a policy(ies) providing property damage liability and bodily injury liability, including death. If Enterprise maintains policies of liability insurance in excess of its self-insurance program, in order to meet the requirements stated in this contract, Enterprise shall provide evidence of such excess insurance coverage. The written notice shall be signed by a duly authorized officer of Enterprise, shall attest to the existence of Enterprise's self-insurance program, and shall identify the coverage(s), which Enterprise elects to provide. For workers' compensation insurance, Enterprise shall submit to the Port Authority an official approval from the State Insurance Department(s) where its employees work, stating that Enterprise is an approved self-insurer of workers' compensation insurance. In the event Enterprise elects to self-insure, Enterprise agrees that in any legal action or proceeding under this Contract Enterprise shall not raise any defense involving in any way the immunity of the Port Authority, its commissioners, officers, agents or employees, the governmental nature of the Port Authority, the provisions of any statutes respecting suits against the Port Authority or the jurisdiction of the tribunal over the Port Authority without obtaining advance written consent from the General Counsel of the Port Authority.

Within five (5) days after the award of this agreement or contract, Enterprise and its Operator shall submit an original certificate of insurance to the Port Authority of New York and New Jersey, General Manager, Risk Management, 225 Park Avenue South, 12th Flr., New York, NY

10003.(Attention: Contract Certificate Review) and a copy of the certificate to the Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy(ies), "unless, with respect to Enterprise only, Enterprise has selected to self-insure", stating the agreement number and identify the specific locations as stated above. Upon request, Enterprise shall furnish to the General Manager, a certified copy of each policy, including the premiums.

The certificate(s) of insurance must be approved by the General Manager, Risk Management, before any work can begin. To expedite the review of the certificate(s) of insurance, they may be faxed to the General Manager, Risk Management at (212) 435-5861. However, original certificates of insurance must be submitted in accordance with the aforementioned paragraph.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Enterprise and its Operator shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to avoid suspension), then the Port Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by Enterprise to the Port Authority. CITS#: 2464N

PART III - PRICING PAGES-----NEW YORK STATE RATES

CATEGORY I: Full Size Car (4 Door)

Daily Vehicle Rental Charge		Estimated number of extra daily rentals for 1 year		Total
\$ <u>50.99</u>	X	500	=	"A" \$ <u>25,495.00</u>

Weekly Vehicle Rental Charge		Estimated number of weekly rentals for 1 year		Total
\$ <u>254.95</u>	X	208	=	"B" \$ <u>53,029.60</u>

Fuel Charge per Gallon		Estimated number of Gallons		
\$ <u>3.50</u>	X	1000	=	"C" \$ <u>3,500.00</u>

TOTAL FOR ONE YEAR CATEGORY I (SUM OF "A" "B" AND "C" - CATEGORY I)			=	"D" \$ <u>82,024.60</u>
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CATEGORY II: Minivan

Daily Vehicle Rental Charge		Estimated number of extra daily rentals for 1 year	=		Total
\$ <u>66.99</u>	X	650	=	"A"	\$ <u>43,543.50</u>

Fuel Charge per Gallon		Estimated number of Gallons	=		Total
\$ <u>3.50</u>	X	3000	=	"B"	\$ <u>10,500.00</u>

TOTAL FOR ONE YEAR CATEGORY II (SUM OF "A" AND "B" - CATEGORY II)			=	"C"	\$ <u>54,043.50</u>
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CATEGORY III: Monthly Parking Port Authority Vehicles

Monthly Parking Charge		Estimated number of monthly parking charges for 1 year		Total
\$ <u>700.00</u>	X	12	=	"A" \$ <u>8,400.00</u>

TOTAL ESTIMATED CONTRACT PRICE = "E" \$ 144,468.10
(Sum of Categories I - "D", II - "C" & III - "A")

Enterprise Rent a Car contract Signature Page:

Vendor Name: Enterprise Rent-A-Car (EIRAC INC.)

Contact Name: Mike Nigro

Signature: 

Title: Group VP

Date: 6-5-06

PO DISTRIBUTION

VENDOR: _____

CLIENT: _____

~~JIM MARRAS~~ STEVE TRACH

BUYER: _____

Dennis Kopik (Buyer #008)

RISK

MANAGEMENT: _____

CENTRAL FILES: Iris Aguayo

INTERNAL: _____

- Disbursement does not require a copy. Please check box if you are requesting that a copy be sent to Disbursement. Please add comments.

Comments: _____

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice to your Specific Contract Administrator.



THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Vendor No. 129604
ELRAC, LLC
D/B/A ENTERPRISE RENT-A-CAR
1550 ROUTE 23 NORTH
WAYNE NJ 07473
Telephone# (973) 709-2385
Fax# (973) 709-2484
Your person responsible BOB FRIEDMAN

Page 1 Of 3
PO Number/Date
4500060627 / 08/24/2009
Ref: Contract 4800007885

CHANGE TO PURCHASE ORDER

Change Date: 07/05/2011
Our fax number
212-435-3959
Deliver to Address:
Port Authority Technical Center
241 Erie Street - Room 105
Jersey City NJ 07310
Deliver to this address unless a different address is shown below.

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount will be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days			
Quantity	Description	Unit Price	Total
	<p>ONE YEAR CAR RENTAL AGREEMENT AS PER NY STATE CONTRACT PS81890 AND THE ATTACHED AGREEMENT</p> <p>REFERENCE QUOTE RECEIVED BOB FRIEDMAN DATED 8/11/09</p> <p>YOUR CONTRACT ADMINISTRATOR IS JIM MONREALE @ 201-216-2375</p> <p>EXERCISE OPTION #1.</p> <p>TERM FOR THE OPTION IS 9/1/10-8/31/11 ALL TERMS AND CONDITIONS INCLUDING INSURANCE REQUIREMENTS REMAIN THE SAME.</p> <p>PRICES REMAIN THE SAME AS THE BASE PERIOD AS PER EMAIL DATED 8/3/10, BOB FRIEDMAN.</p> <p>EXERCISE OPTION #2 TERM OF THE OPTION IS 9/1/11-8/31/12. ALL TERMS AND CONDITIONS INCLUDING INSURANCE REMAIN THE SAME. RATES SHALL REMAIN THE SAME AS OPTION #1. PER EMAIL DATED 7/5/11. BOB FREIDMAN</p>		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes, Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-7300/9K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

**For Director,
Procurement Department**

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order, and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice to your Specific Contract Administrator.

THE PORT AUTHORITY OF NY & NJ

1 Madison Avenue, 7th Floor, New York NY 10010

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Vendor No. 129804

ELRAC, LLC

WAYNE NJ 07473

PO Number/Date

4500060627 / 08/24/2009

Quantity	Description	Unit Price	Total
	<p>*** Text changed ***</p> <p>option #2 9/1/11-8/31/12</p> <p>*** New item ***</p> <p>The item covers the following services: option #2 9/1/11-8/31/12-</p> <p>Freight Terms FOB Delivery Point, Freight Incl. Contact person/Telephone Dennis Kopik/212-435-3931</p>		300,000.00

Total Delivered Price in USD

950,000.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.
2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. Standard PA payment terms are net 30 days, unless otherwise stated.
4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.
5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.
6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the PA.
7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.
9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.
10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.
11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

Port Authority supplied vehicles are subject to change at any time provided the total number of such vehicles does not exceed mutually agreed to levels.

- Vehicles required by the Port Authority staff at the New York City location as detailed above, shall be provided by Enterprise on an as needed basis at the rates listed below:

New York Location:

Half Day Rate Full Size \$ 28.05

Daily Rate Full Size \$ 56.10

Half Day Rate Mini Van \$ 36.86

Daily Rate Minivan \$ 73.71

Parking Rate Monthly \$ 850.00 for the two Port Authority Vehicles*

*To be divided by 30 and multiplied by the actual daily usage

Port Authority agrees to pay an insurance surcharge of \$97.00 per day for each day a vehicle is so rented if the Port Authority driver is under the age of 21 years, and only for such vehicles originating from the New York City location.

- Additional vehicles required by Port Authority staff at the Newark, New Jersey, Gateway location, shall be provided by Enterprise on an as needed basis at the rates listed below:

New Jersey Location:

Half Day Rate Full Size \$ 28.05

Daily Rate Full Size \$ 56.10

Half Day Rate Mini Van \$ 36.86

Daily Rate Minivan: \$ 73.71

- Additional vehicles required by Port Authority staff for Longer-Term use within the Port District, shall be provided by Enterprise on an as needed basis at the rates listed below:

Any Location:

Monthly Rate Full Size \$ 1177.39

Monthly Rate Minivan: \$ 1540.52

Monthly Rate Pickup Truck: \$ 1294.04

Monthly Rate SUV: \$ 1540.22

- Upon request, at no additional cost to the Port Authority, Enterprise shall provide pickup and drop off service to Port Authority staff at both New York City locations (225 Park Avenue and 1 Madison Avenue) and the Newark New Jersey location. Pickup and drop off shall be available on demand upon Enterprise's receipt of a telephone call from Port Authority staff.

- The Port Authority shall be responsible for ensuring that all Port Authority employees, including but not limited to, contract employees, temporary employees, and consultants of the Port Authority, have and maintain a valid driver's license.

2009 AUG 13 AM 8:26

PROCUREMENT

PO DISTRIBUTION



Jim M. Kopik / STEVE TEACH

ennis Kopik
12.435.3931

ts Aguiayo

**es not require a copy. Please check box if you are requesting
it to Disbursement. Please add comments.**

**copy of the winning RFQ and/or any attachment pertaining
facts. Please check if you are requesting that a copy of the
achment from the Awardee be sent to MMD.**

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice to your Specific Contract Administrator.



THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Page 1 Of 2
PO Number/Date
4500060627 / 08/24/2009
Ref: Contract 4600007865

PURCHASE ORDER

Vendor No. 129604
ELRAC , LLC
D/B/A ENTERPRISE RENT-A-CAR
1550 ROUTE 23 NORTH
WAYNE NJ 07473
Telephone# (973) 709-2385
Fax# (973) 709-2484
Your person responsible BOB FRIEDMAN

Our fax number
212-435-3959
Deliver to Address:
Port Authority Technical Center
241 Erie Street - Room 105
Jersey City NJ 07310
Deliver to this address unless a different address is shown below.

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount will be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payl. terms: Net 30 Days			
Quantity	Description	Unit Price	Total
	<p>ONE YEAR CAR RENTAL AGREEMENT AS PER NY STATE CONTRACT PS61890 AND THE ATTACHED AGREEMENT</p> <p>REFERENCE QUOTE RECEIVED BOB FRIEDMAN DATED 8/11/09</p> <p>YOUR CONTRACT ADMINISTRATOR IS JIM MONREALE @ 201-216-2375</p> <p>Rental Cars</p> <p>The item covers the following services: One Year Rental Contract for Rental Cars</p> <p>Freight Terms FOB Delivery Point, Freight Incl. Contact person/Telephone Dennis Kopik/212-435-3931</p>		350,000.00
Total Delivered Price in USD			350,000.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.


For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.
2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. Standard PA payment terms are net 30 days, unless otherwise stated.
4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.
5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.
6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the PA.
7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.
9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.
10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.
11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

Addendum to the New York State contract PS61890**Rental Vehicle Agreement Between the Port Authority of
NY & NJ and Elrac Inc, d.b.a. Enterprise Rent-A-Car**

This is a requirements contract covering the daily and long term rental of vehicles. This Contract is between the Port Authority of NY & NJ and Elrac Inc d.b.a. Enterprise Rent-A-Car. This Contract shall be in effect from the date of award to one calendar year from the date of award, and the Port Authority shall have the option of extending the contract for three (3) additional one (1) year consecutive periods. Should the Port Authority elect to exercise the option(s), it shall notify the Vendor in writing at least thirty (30) days prior to the expiration date of the contract, and, if applicable, the extension periods thereafter. The first option shall begin on the day after the anniversary of the one-year term, the second option shall begin on the day after the anniversary of the first option and the third option shall begin on the day after the anniversary of the second option. The rates are subject to change per the New York State Contract and are taken from the section labeled Region 2 of the contract. The Port Authority may terminate this agreement without cause upon 30 days prior written notice.

This agreement shall supersede the New York State Contract for all provisions noted herein.

General Requirements

The parties agree to the following:

- The Port Authority shall incur no additional charges for multiple rentals of the same vehicle on any given 24-hour period for any daily rentals. This excludes the half day rental.
- The Port Authority may make available to Enterprise, at its New York City location, two (2) Port Authority owned vehicles for dispatch pursuant to this agreement for exclusive use by Port Authority designees.
- Enterprise, at the New York City location, shall provide a parking space for each of the two (2) Port Authority owned vehicles for when they are not in use. The parking costs shall be invoiced monthly and separately from the vehicle rental invoices but included with the monthly statement sent to the Port Authority for billing. Parking space cost for the Port Authority vehicles will be in accordance with the amounts listed below with the rental rates for New York. The parking costs shall only apply for the actual usage of the parking spaces. The monthly invoice shall indicate the amount of daily usage incurred for the parking spaces for each Port Authority vehicle.
- The Port Authority shall have the ability to rent vehicles from Enterprise on an as needed basis at the 24th Street, New York City location. The Port Authority shall make every effort to call ahead for the dispatch of additional vehicles. This will enable Enterprise to obtain a vehicle from another location if there is not one available at the 24th Street, New York City location.

- The Port Authority shall have the ability to rent vehicles from Enterprise on an as needed basis at the Newark, New Jersey, Gateway location.
- The Port Authority reserves the right to rent vehicles on a longer-term basis (over thirty days from any Enterprise location located within the Port District. These longer-term vehicles will require a tracking number (an RQ Number, in the format such as RQ9001), which will be issued by the Rental Coordinator. The Port Authority reserves the right to not pay for any longer-term rental if a tracking number is not obtained from the rental coordinator or does not appear on the rental invoice.
- The Port Authority will perform all maintenance and servicing on all Port Authority owned vehicles. The Port Authority reserves the right to perform maintenance and servicing on any of the Enterprise vehicles on longer-term rent, (over thirty days), by the Port Authority, the cost of which will be borne by Enterprise once an invoice is provided to Enterprise for such work. The invoice provided to Enterprise by the Port Authority shall include the unit number, license plate number, make, model, mileage, date of service, and a detailed description of services performed. All prices shall be fair and reasonable within generally accepted industry standards.
- The Port Authority may provide E-Z Pass tags and Port Authority Fuel Cards to Enterprise at the New York City location only. Both E-Z Pass tags and Fuel Cards shall have a Port Authority designated identification number on each and be in legible condition before being issued to Port Authority staff for use in an Enterprise rented vehicle. These EZPass tags and Fuel Cards are to be exclusively issued and used by Port Authority Designees. Each of the E-Z Pass tags and Fuel Cards shall be kept together with their respective Matched Identification Numbers. (i.e.: Fuel Card number 1 with E-Z Pass Tag number 1, etc)
- Enterprise shall record the Port Authority E-Z Pass and Fuel Card identification number in the log, a copy of which is attached hereto, for each E-Z Pass and Fuel Card provided to a Port Authority Designee for use in all Enterprise vehicles. Upon return of the rented vehicle, Enterprise must take custody of the E-Z Pass and the Port Authority Fuel Card and maintain them in a secure area such as a safe. Enterprise will bear the responsibility for any use of these items by other than Port Authority designees and will pay all costs, fines and penalties associated with such unauthorized use. Enterprise will notify the Port Authority Rental Coordinator if any of the E-Z Pass tags or Fuel Cards are have not been returned or are no longer in working condition. Enterprise shall not issue the non-working items until they have been replaced.
- Enterprise shall not redirect any toll violation directly to the Port Authority designated driver of the rental vehicle. All violations shall be directed to the Renal Coordinator at 241 Eric Street, Room 307, Jersey City, New Jersey, 07310.
- Enterprise shall dispatch and manage any of the Port Authority vehicles, located at the 24th Street, New York City location only, at no additional cost to the Port Authority. The

Port Authority supplied vehicles are subject to change at any time provided the total number of such vehicles does not exceed mutually agreed to levels.

- Vehicles required by the Port Authority staff at the New York City location as detailed above, shall be provided by Enterprise on an as needed basis at the rates listed below:

New York Location:

Half Day Rate Full Size \$ 28.05
 Daily Rate Full Size \$ 56.10
 Half Day Rate Mini Van \$ 36.86
 Daily Rate Minivan \$ 73.71
 Parking Rate Monthly \$ 850.00 for the two Port Authority Vehicles*
 *To be divided by 30 and multiplied by the actual daily usage

Port Authority agrees to pay an insurance surcharge of \$97.00 per day for each day a vehicle is so rented if the Port Authority driver is under the age of 21 years, and only for such vehicles originating from the New York City location.

- Additional vehicles required by Port Authority staff at the Newark, New Jersey, Gateway location, shall be provided by Enterprise on an as needed basis at the rates listed below:

New Jersey Location:

Half Day Rate Full Size \$ 28.05
 Daily Rate Full Size \$ 56.10
 Half Day Rate Mini Van \$ 36.86
 Daily Rate Minivan: \$ 73.71

- Additional vehicles required by Port Authority staff for Longer-Term use within the Port District, shall be provided by Enterprise on an as needed basis at the rates listed below:

Any Location:

Monthly Rate Full Size \$ 1177.39
 Monthly Rate Minivan: \$ 1540.52
 Monthly Rate Pickup Truck: \$ 1294.04
 Monthly Rate SUV: \$ 1540.22

- Upon request, at no additional cost to the Port Authority, Enterprise shall provide pickup and drop off service to Port Authority staff at both New York City locations (225 Park Avenue and 1 Madison Avenue) and the Newark New Jersey location. Pickup and drop off shall be available on demand upon Enterprise's receipt of a telephone call from Port Authority staff.
- The Port Authority shall be responsible for ensuring that all Port Authority employees, including but not limited to, contract employees, temporary employees, and consultants of the Port Authority, have and maintain a valid driver's license.

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- Enterprise shall check the credentials of the Port Authority driver renting an Enterprise vehicle. These credentials are a valid driver's license, a Port Authority employee ID card, a PA Form 70 with both an Authorized signature in the signature block, and a Port Authority issued Control Number. Such documentation should be forwarded to the Port Authority each week to the contract administrator.
- Port Authority drivers under the age of 21 years will not be permitted to drive a rented Enterprise vehicle in which the rental originated from Enterprise Newark, New Jersey location.
- The Enterprise Gateway location is in Newark, New Jersey. The hours of operation at the Gateway location shall be Monday through Friday, 7:30 AM – 6 PM, Saturday, 9 – 12 Noon, and Sunday, closed.
- Fuel charges/credits will be assessed at the end of each month based on an average fuel efficiency of 26 miles per gallon, as follows:
 - a. The Port Authority will provide Enterprise with the total number of Port Authority supplied gallons of fuel consumed in the Enterprise vehicles during the month.
 - b. Enterprise will determine the total mileage recorded for the same monthly vehicle usage.
 - c. Enterprise will then calculate the remaining difference of fuel shortage or overage. If a shortage, the Port Authority will pay Enterprise for the shortages at a price per gallon of \$3.50. If an overage occurs, Enterprise will reimburse the Port Authority at the Port Authority's cost of the fuel for each specific month where an overage occurred.
- Enterprise shall provide monthly reports to the Port Authority contract administrator detailing vehicle usage and shall include the following information:
 - a. Port Authority Control Number given with the PA-70 form.
 - b. The date and time of the start of rental.
 - c. Employees First and Last name.
 - d. Port Authority employee ID number.
 - e. Port Authority organization number of the employee.
 - f. Employee work phone number.
 - g. The License plate number of the rental vehicle.

- h. Enterprise's vehicle unit number.
- i. Vehicle type.
- j. Destination as provided by the Port Authority driver.
- k. The date and time of the end of the rental.
- L. Number of rental days billed.
- m. Vehicle mileage reading at the start of the rental (Mileage Out).
- n. Vehicle mileage reading at the end of the rental (Mileage In).
- o. Total miles.
- p. Employee Signature.

1. Contractor Not An Agent

This Agreement does not constitute that the Contractor is the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

2. Personal Non-Liability

Neither the Directors of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

3. Harmony

The Contractor 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 Facility which interfere or are likely to interfere with the operation of the Port Authority with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

4. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Agreement.

5. Sales or Compensating Use Taxes

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

6. Records and Reports

The Contractor shall set up, keep and maintain in effect in accordance with accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including records of original entry and daily forms) recording all transactions of the Contractor, at, through or in any way connected with or related to the operations of the Contractor hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three

year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

The Contractor shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the Director/General Manager or the Facility Manager may from time to time require, and the Contractor shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to the Port Authority on a monthly basis, written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
- b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

7. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information.

By Bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;

- e. had any business or professional license suspended or revoked or, within the five years prior to Bid opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, Bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

8. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.

By Bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that:

- a. the prices in its Bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- b. the prices quoted in its Bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such Bid to any other Bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority or the Port Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority or the Port Authority employee or former employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code; and

- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency.

9. The foregoing certifications shall be deemed to be made by the Bidder as follows:

- a. if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
- b. if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, he Bidder shall so state and shall furnish with the signed Bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its Bid, setting forth in such statement the reasons for its uncertainty.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the Bid is submitted, the Bidder shall immediately notify the Port Authority in writing during the period of irrevocability of Bids on this Contract or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Port Authority and that the Port Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Port Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Port Authority may determine that the Bidder is not a responsible Bidder with respect to its Bid on the Contract or with respect to future Bids on the Port Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false

certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Port Authority will evaluate the reasons therefor provided by the Bidder.

10. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts.

Bidders are advised that the Port Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to Bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a Bid on a Port the Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has Bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Port Authority's Board of Commissioners meeting of September 9, 1993.

11. No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority or the Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority or the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority or the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority or the Port Authority, whether or not such duties are related to this Contract or any other Port Authority or the Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority or the Port Authority contract), etc. which right tend to obligate

the Port Authority or the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority or the Port Authority contract. Where used herein, the term "the Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

12. Conflict of Interest

During the term of this contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Port Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Port Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the

Contractor of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's services not be performed by the Contractor, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Port Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the services provided by the Contractor hereunder.

13. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation, which owns more than 50% of the voting stock of the Bidder.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this contract.

Provisions of New York State Contract PS61890
Incorporated in This Agreement

General Requirements

Section E

The Contractor agrees that the resulting contract may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Port Authority.

Section F

In the course of a rental in progress, should any repair be found necessary, the user, (The Port Authority representative) is to notify the contractor of the need for the repair. Immediate action to remedy the problem must occur and a replacement vehicle must be provided at no additional cost to the Port Authority.

Section G

Notwithstanding any Contractor's possible use of its standard rental form for purposes of recording the relevant data for vehicles rented under this contract, or factual certifications such as pertaining to the inspection of the vehicle or the fact that the driver is duly licensed, any terms and conditions in such contractors standard rental form shall be without force or effect regardless of whether the rental form is signed by an authorized user representative. The sole terms and conditions applicable to the rentals or series of rentals under this contract shall be found herein.

Section I

It is the Contractor's responsibility to maintain the vehicles and related equipment provided under the resulting contract consistent with applicable safety and health codes.

Section K

This is a full service contract. All vehicles provided will be kept in good working order by the Contractor. For the purposes of the resulting contract, full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all parts, material and equipment cost, all emergency work; complete preventive maintenance as recommended by the manufacturer or specified herein, which ever is greater, all repairs and replacement of major or minor parts, as necessary, on the rental fleet; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include any ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be understood by the Contractor and included herein.

End of Provisions of New York State
Contract PS61890 Incorporated in This Agreement

Specific Requirements

Contractor Standard Rental Form:

Notwithstanding any Contractor's use of its standard rental form for purposes of recording the relevant data for vehicles rented under this contract or for the factual certifications such as pertaining to the inspection and condition of the vehicle or the fact the driver is duly licensed, any terms and conditions in such Contractor's standard rental form shall be without force or effect regardless of whether the rental form is signed by an authorized representative of the Port Authority. The Sole terms and conditions applicable to the rentals or series of rentals under this contract shall be those found herein.

Vehicles

At the time of rental, vehicles are to be no more than two years old (as measured from the date of manufacture), cleaned, washed after the last use, and in excellent operating condition. Interior windshields shall be clean and the vehicles shall contain at least one-half tank of fuel. It is the responsibility of the user to provide fuel for the term of the rental and to return the vehicle with an amount approximately equal to that when it was picked up (one-half tank etc.).

Subcontractors

The Port Authority reserves the right to approve participation by subcontractors on an individual basis and any request to include such participation must be pre-approved by the Port Authority. The Port Authority also reserves the right to rescind any such participation in the best interest of the Port Authority at the Port Authority's sole discretion.

Accident Reports

The contractor shall report all accidents to the Port Authority's Central Automotive Division at 241 Erie Street - Room 307, Jersey City, New Jersey 07310, Attention: Manager.

Price Stability

If for any reason, during the term of the contract, the contractor reduces the pricing for similar services to a similarly situated entity, the Port Authority shall receive an equivalent reduction in pricing for the products or services delivered to the Port Authority.

General

The above constitutes the complete agreement of the parties. It may be amended only by mutual written consent of both parties.

INDEMNITY

The Port Authority of New York and New Jersey agrees to indemnify fully and save and hold harmless Enterprise, its subsidiaries and affiliated companies, its agents, and employees from

and against all claims and actions and all expenses, including, but not limited to attorneys' fees, incidental to the investigation and defense thereof, to the extent based upon or arising out of damages or injuries to third persons or their property, caused by the breach by the Port Authority, its agents, servants or employees of any of the terms of this Contract.

Except as otherwise expressly stated in this Contract, the Port Authority agrees to indemnify fully and save and hold harmless Enterprise its subsidiaries and affiliated companies, its agents, and employees from and against all claims and actions and all expenses, including, but not limited to, attorneys' fees, incidental to the investigation and defense thereof, to the extent based upon or arising out of damages or injuries to third persons or their property, caused by the negligence or willful, intentional acts or omissions of the Port Authority, its agents, servants or employees.

INSURANCE PROCURED BY ENTERPRISE AND ITS OPERATOR CITS#3487N

Enterprise shall comply with the Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Workers' Compensation Insurance requirements, as stated below, in this Contract as they relate to the rental car counter operations, garage operations and pick up and drop off service at the Newark, New Jersey Gateway location.

Enterprise shall comply with the Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation, and Garage Keepers Legal Liability Insurance requirements, as stated below, as they relate to rental car counter operation, garage operations, parking lot operations, and pick up and drop off service in Manhattan, New York West 24th Street.

The Port Authority shall permit Enterprise to require its Operator of the garage and parking lot(s) to comply with the Commercial General Liability, Commercial Automobile Liability, Workers' Compensation, and Garage Keepers' Legal Liability Insurance requirements, as they relate to this operation and as stated below.

The insurance policy(s) and the certificate(s) of insurance of Enterprise and its Operator(s) shall state the Port Authority contract number and a statement that "the evidence of insurance" is provided for the specific locations identified above.

Enterprise and its Operator(s) shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, including contractual liability coverage covering the obligations assumed by Enterprise under this contract and Commercial Automobile Liability Insurance covering owned, non-owned, and rented vehicles in the following minimum limits. See paragraph below.

Commercial General Liability Insurance - \$2 million combined single limit per occurrence for bodily injury and property damage liability.

Commercial Automobile Liability Insurance - \$2 million combined single limit per accident for bodily injury and property damage liability.

Garage-Keepers' Legal Liability Insurance- \$50,000.00 Comprehensive Form, including collision and overturn.

In addition, the liability policy(ies) shall name "The Port Authority of New York and New Jersey" as additional insured. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusions from liability forming part of the most up-to date Insurance Services Office (I.S.O.) form(s) or its equivalent of the Commercial General Liability and Commercial Automobile Liability Insurance Policies. The liability policy(ies) and certificate of insurance shall include cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured.

The certificate of insurance and policy must contain the following wording for the above liability coverages:

The Insured shall, without obligation, have express and agreed written consent from the General Counsel of the Port Authority, raise an defense, in plain and plain way, in the jurisdiction of the Port Authority, the person of the Port Authority, the immunity of the Port Authority, is completely subject to the provisions of law, statutes, governmental nature of the Port Authority, and the provisions of law, statutes respecting suits against the Port Authority.

Garage-Keepers Legal Liability Insurance: the limit per location shall be stated on the Certificate of Insurance and shall state that the Port Authority vehicles are included.

Enterprise is responsible for all deductibles including those of its Operator. Enterprise and its Operator shall also take out, maintain, and pay the premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where the work will take place.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' written notice to the Port Authority of New York and New Jersey, General Manager, Risk Management, at the address below.

For Enterprise only, in lieu of the Commercial General Liability and Commercial Automobile Liability Insurance required above, if Enterprise maintains a liability self-insurance program for such coverages, Enterprise may elect, upon written notice to the Port Authority, at the address below, that its self-insurance program shall provide primary insurance coverage for the risks herein assumed upon the above terms and conditions as if such coverage were afforded by a policy(ies) providing property damage liability and bodily injury liability, including death. If Enterprise maintains policies of liability insurance in excess of its self-insurance program, in order to meet the requirements stated in this contract, Enterprise shall provide evidence of such excess insurance coverage. The written notice shall be signed by a duly authorized officer of Enterprise, shall attest to the existence of Enterprise's self-insurance program, and shall identify the coverage(s), which Enterprise elects to provide. For workers' compensation insurance,

Enterprise shall submit to the Port Authority an official approval from the State Insurance Department(s) where its employees work, stating that Enterprise is an approved self-insurer of workers' compensation insurance. In the event Enterprise elects to self-insure, Enterprise agrees that in any legal action or proceeding under this Contract Enterprise shall not raise any defense involving in any way the immunity of the Port Authority, its commissioners, officers, agents or employees, the governmental nature of the Port Authority, the provisions of any statutes respecting suits against the Port Authority or the jurisdiction of the tribunal over the Port Authority without obtaining advance written consent from the General Counsel of the Port Authority.

Within five (5) days after the award of this agreement or contract, Enterprise and its Operator shall submit an original certificate of insurance to the Port Authority of New York and New Jersey, General Manager, Risk Management, 225 Park Avenue South, 12th Fl., New York, NY 10003.(Attention: Contract Certificate Review) and a copy of the certificate to the Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy(ies), "unless, with respect to Enterprise only, Enterprise has selected to self-insure", stating the agreement number and identify the specific locations as stated above. Upon request, Enterprise shall furnish to the General Manager, a certified copy of each policy, including the premiums.

The certificate(s) of insurance must be approved by the General Manager, Risk Management, before any work can begin. To expedite the review of the certificate(s) of insurance, they may be faxed to the General Manager, Risk Management at (212) 435-5861. However, original certificates of insurance must be submitted in accordance with the aforementioned paragraph.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Enterprise and its Operator shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to avoid suspension), then the Port Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by Enterprise to the Port Authority.
CTS#3487N

Enterprise Rent a Car contract Signature Page:

Vendor Name: EIRAC LLC, (OBA Enterprise Rent-A-Car)

Contact Name: Bob Friedman

Signature: 

Title: Director of Sales

Date: 8-11-09

: For Port Authority Use Only :
: Permit Number: AX-821 :

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (the "**Port Authority**") hereby grants to the Permittee named below the described non-exclusive privilege at John F. Kennedy International Airport and at LaGuardia Airport, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **PERMITTEE: ELRAC, LLC**, a limited liability company of the State of Delaware.
2. **PERMITTEE'S ADDRESS:** 1550 Route 23
North Wayne, New Jersey 07470
3. **PERMITTEE'S REPRESENTATIVE:** Andy Church
4. **PRIVILEGE:** As set forth in Special Endorsement No. 1 hereof.
5. **FEES:** A privilege fee of twelve and one-half percent (12.5%) of the Permittee's Gross Receipts and a Replacement Fuel Fee as set forth in Special Endorsement No. 6 hereof.
6. **EFFECTIVE DATE:** ~~October~~ 1, 2009 November 30 CC R
7. **EXPIRATION DATE:** For an indefinite period, unless sooner revoked or terminated as herein provided.
8. **ENDORSEMENTS:** Standard Endorsements 2.2, 3.1, 4.3, 8.0, 9.5, 9.6, 10.1, 12.1, 14.1, 15.1, 16.1, 17.3, 18.1, 19.1, 19.2, 22 and 28 and Special.

Dated: As of October 1, 2009

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [Signature]

Name Lysa C. Scully
(Please Print Clearly)

(Title) Asst. Director O&AS

ELRAC, LLC

By [Signature]

Name ANDREW A. CHURCH
(Please Print Clearly)

(Title) VP/Gen

APPROVED	
FORM	TERMS
<u>14</u>	<u>83</u>

CC

TERMS AND CONDITIONS

1. Definitions:

The following terms, when and if used in this Permit, shall have the respective meanings given below:

(a) “*Airport*” shall mean John F. Kennedy International Airport and LaGuardia Airport, either or both, as the case may be or the context requires.

(b) “*City*” shall mean the City 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 that date appearing in Item 6 on the first page of this Permit.

(e) “*Environmental Requirement*” shall mean all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, “best management practices plans”, and other programs adopted and agreements made by the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist; and

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public.

(f) “*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.

(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 as to John F. Kennedy International Airport and as to LaGuardia Airport, either or both of them, as the case may be or the context requires; but until further notice from the Port Authority to the Permittee it shall mean said General Manager (or Acting General Manager) of John F. Kennedy International Airport and the General Manager (or Acting Manager) of LaGuardia Airport for the time being or their duly designated representative or representatives, any or all of them, as the case may be or the context requires.

(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) **“John F. Kennedy International Airport”** shall have the meaning given such term in Standard Endorsement No. 19.2 hereof.

(j) **“LaGuardia Airport”** shall have the meaning given such term in Standard Endorsement No. 19.1 hereof.

(k) **“Lease”** shall mean that certain agreement of lease entered into between the Port Authority and the Lessee effective as of ~~the Effective Date~~ ^{October 1, 2009} bearing Port Authority Lease No. AYD-810 and covering Building No. 69 and associated land area at John F. Kennedy International Airport.

(l) **“Person”** shall mean not only a natural person, corporation or other legal entity, but also two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

2. Termination and Revocation:

(a) Notwithstanding any other term or condition hereof, this Permit and the permission hereby granted may be (i) revoked without cause upon thirty (30) days' written notice by the Port Authority, or (ii) terminated without cause upon thirty (30) days' written notice by the Permittee or (iii) revoked on ten (10) days' notice by the Port Authority if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees.

(b) In the event the Port Authority exercises its right to revoke 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, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and

disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit.

(c) No revocation or termination of the permission hereunder shall relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(d) 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.

3. Exercise of Rights:

(a) The rights granted hereby shall be exercised

(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 partners and employees,

(iv) if the Permittee is an individual, by the Permittee acting only personally or through the medium of its employees, and

(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, exercise such rights through the medium of any other Person. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. 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) No greater rights or privileges are hereby granted to the Permittee than the Port Authority has power to grant under the City Lease.

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

(d) Nothing contained in this Permit shall constitute permission to the Permittee to park or store equipment or personal property at any location or area at the Airport.

(e) In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Airport, as a means of ingress and egress to, from and about the Airport, 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.

(f) The words "permission" and "privilege" are used interchangeably in this Permit, and except where expressly provided to the contrary, shall mean the privileges granted by this Permit.

4. Permittee's Operations:

(a) The Permittee shall provide to the Port Authority, upon request of the Port Authority from time to time, such information and data in connection with the permission granted hereunder as the Port Authority may request and shall, if so requested by the Port Authority, make periodic reports thereof to the Port Authority utilizing such forms as may be adopted by the Port Authority for such purpose.

(b) A principal purpose of the Port Authority in granting the permission under this Permit is to have available at the Airport, the privileges which the Permittee is permitted to render hereunder. The Permittee agrees that it will conduct a first-class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor, and keep the same in a first-class operating condition at all times.

(c) 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 and the employees shall wear appropriate business attire. The badges, means of identification and business attire shall be subject to the written approval of the General Manager of the Airport, provided, however, that the business attire shall not be subject to said written approval if they conform to the Permittee's policy therefor in effect throughout its organization and, provided, further, however, that said policy is not in breach or inconsistent with any provision of this Permit. The Permittee shall advise the Port Authority of such policy in effect as of the Effective Date and of any changes made in such policy subsequent thereto. 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.

(d) The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations at the Airport.

5. Indemnity:

(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, whether those of the Port Authority's Law Department or otherwise, 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 default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee hereunder, or out of any of the acts or omissions of the Permittee, its officers, employees or Persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) Without limiting any other term or provision 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 upon any such claim or demand set forth in paragraphs (a) and (b) above (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.

6. Special Endorsements:

The Permittee hereby agrees to the terms and conditions of those endorsements attached hereto, hereby made a part hereof and marked "*Special Endorsements*" and those endorsements attached hereto, hereby made a part hereof and marked "*Standard Endorsements*". The terms and provisions of the Special Endorsements and Standard Endorsements shall have the same force and effect and as if herein set forth in full.

7. No Waiver:

No failure by the Port Authority to insist upon the strict performance of any agreement, term 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 or condition. No agreement, term 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 or condition of this Permit shall affect or alter this Permit but each and every agreement, term and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

8. Removal of Property:

The personal property placed or installed by the Permittee at the Airport shall remain the property of the Permittee and must be removed on or before the expiration, revocation, cancellation or termination of the permission hereby granted, whichever shall be earlier. Without limiting the terms and provisions of paragraph (g) of Section 18 hereof, any such property remaining at the Airport after the effective date of such expiration, revocation, cancellation or termination shall be deemed abandoned by the Permittee and may be removed and disposed of by the Port Authority in any manner it so determines in its sole discretion and all the proceeds of any removal or disposition shall be retained by the Port Authority for its account and all costs and expenses of such removal and disposition shall be paid to the Port Authority by the Permittee when billed.

9. Permittee's Representative:

The Permittee's representative specified in Item 3 on the first 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 thing done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

10. Notices:

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 given by the Port Authority to the Permittee shall be validly given if 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. 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, N.Y. 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee. If mailed, the notices herein required to be given shall be deemed effective and given as of the date of the certified or registered mailing thereof.

11. Prohibited Acts

(a) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Airport. In addition to and without limiting Standard Endorsement No.17.1 hereof, 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 and subject to the provisions of paragraph (b) of this Section 11 and all Environmental Requirements, be completely removed and/or remediated by the Permittee at its sole cost and expense. The obligations of the Permittee pursuant to this paragraph shall survive the expiration, revocation, cancellation or termination of this Permit.

(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) No signs, posters or similar devices shall be erected, displayed or maintained at the Airport without the written approval of the General Manager of the Airport; and any not approved by such General Manager or not removed by the Permittee upon the termination, revocation, expiration or cancellation of this Permit may be removed by the Port Authority at the expense of the Permittee.

(d) The Permittee shall not solicit business on the public areas of the Airport and the use, at any time, of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying device is hereby expressly prohibited.

12. Trademarks and Patent Infringement:

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 wise connected with this Permit.

13. Inspection:

The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Airport or to be placed or brought on the Airport, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

14. City Lease Provisions:

(a) 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.

(b) 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 or 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 Airport 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. Waiver of Trial by Jury:

The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted under this Permit 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 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.

16. Continued Exercise of Privilege After Expiration, Revocation or Termination:

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform any of the privileges granted to the Permittee under this Permit (collectively the "*Privilege*") 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 cease to perform the Privilege at the Airports equal to twice the sum Percentage Fee and the Replacement Fuel Fee. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the Privilege at the Airports 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 cease to perform the Privilege at the Airports from and after 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.

17. The Permittee hereby agrees to be bound by and comply with the terms and conditions of the endorsements attached hereto, hereby made a part hereof and marked "*Special*"

Endorsements." The terms and provisions of the Special Endorsements shall have the same force and effect and as if herein set forth in full.

18. Miscellaneous:

(a) It is understood and agreed that the Port Authority shall not furnish, sell or supply to the Permittee any services or utilities in connection with this Permit.

(b) The Section and paragraph headings, if any, in this Permit are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

(c) This Permit, including the attached Standard and Special Endorsements, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof. This Permit may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee or except by notice as specifically set forth in Section 13 hereof. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.



For the Port Authority

Initialed:



For the Permittee

The fees hereunder shall be due and payable on the twentieth day of the month following the calendar month in which the effective date hereof falls, and on the twentieth day of each month thereafter, provided, however, that if the permission granted hereby shall expire or be revoked or terminated effective on a date other than the last day of a calendar month, the final payment of the fees shall be due and payable within twenty (20) days after the effective date of expiration, revocation or termination except as otherwise provided herein.

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 19195-1517

or via the following wire transfer instructions:

Bank: Commerce Bank
Bank ABA Number: Ex. 1
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 Permittee.

STANDARD ENDORSEMENT NO. 2. 2

FEE-PERCENTAGE

All Facilities

10/30/85

rev 6/1/04

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of proper business hours and days, as evidenced from time to time by notice to the Permittee, shall control.

STANDARD ENDORSEMENT NO. 4.3

TIME OF OPERATION

All Facilities

7/21/49

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 of such unpaid amount for each late charge period. There shall be twenty-four 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 (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 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 Endorsement with respect to such unpaid amount. Nothing in this Endorsement 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 1 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 Endorsement 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.

STANDARD ENDORSEMENT NO. 8.0

LATE CHARGES

All Facilities

7/30/82

(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 any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit 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 any Space and exercise any privileges under this Permit 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 Endorsement 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 Endorsement 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 Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement 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 any Space under the Permit.

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 Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material arising out of or in connection with its operations hereunder.

STANDARD ENDORSEMENT NO. 10.1

GARBAGE

All Facilities

9/04

The Permittee shall refrain from entering into continuing contracts or arrangements with third parties for furnishing services covered hereunder when such contracts or arrangements will have the effect of utilizing to an unreasonable extent the Permittee's capacity for rendering such services. A reasonable amount of capacity shall be reserved by the Permittee for the purpose of rendering services hereunder to those who are not parties to continuing contracts with the Permittee.

The Permittee shall not enter into any agreement or understanding, express or implied, binding or nonbinding, with any other person who may furnish services at the Airport similar to those furnished hereunder which will have the effect of (a) fixing rates and charges to be paid by users of the services; (b) lessening or preventing competition between the Permittee and such other furnishers of services; or (c) tending to create a monopoly on the Airport in connection with the furnishing of such services.

STANDARD ENDORSEMENT NO. 12.1

CAPACITY & COMPETITION

Airports

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

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 of the Port Authority now in effect, and such further reasonable rules and regulations 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, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. 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.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

1. The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Airport which may be necessary for the Permittee's operations thereat.

2. 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.

3. (a) 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 its 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.

(b) 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.

(c) 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 such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.3

LAW COMPLIANCE

Airports

04/17/50

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.

STANDARD ENDORSEMENT NO. 18.1

NO PERSONAL LIABILITY

All Facilities

06/01/50

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 LaGuardia Airport from the City of New York to the Port Authority under the agreement between the City and the Port Authority dated April 17, 1947, as the same may have been or may be supplemented or amended from time to time. Said agreement, dated April 17, 1947, has been recorded in the Office of the Register of The City of New York, County of Queens, on May 22, 1947, in Liber 5402 of Conveyances, at pages 319 et seq. No greater rights or privileges are hereby granted to the Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

“LaGuardia Airport” or “Airport” shall mean the land and premises in The City of New York, in the County of Queens and State of New York, which are shown in green upon the exhibit attached to said agreement between the City and the Port Authority and marked “Map I”, 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 its 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.

STANDARD ENDORSEMENT NO. 19.1

LaGuardia Airport

5/19/49

Notwithstanding any other provisions of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of John F. Kennedy International Airport from The City of New York to the Port Authority under the agreement between the City and the Port Authority dated April 17, 1947, as the same may have been or may be supplemented or amended from time to time. Said agreement dated April 17, 1947 has been recorded in the Office of the Register of The City of New York, County of Queens, on May 22, 1947, in Liber 5402 of Conveyances, at pages 319 et seq. No greater rights or privileges are hereby granted to the Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

“John F. Kennedy International Airport” or Airport” shall mean the land and premises in The City of New York, in the County of Queens and State of New York, which are shown in green upon the exhibit attached to said agreement between the City and the Port Authority and marked “Map II”, 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 its 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.

ENDORSEMENT NO. 19.2

John F. Kennedy International Airport

01/16/64

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*, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., 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 Endorsement, 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.

The Permittee shall not do or permit to be done any act which

- (a) 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
- (b) 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
- (c) 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
- (d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or
- (e) 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
- (f) 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.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22

PROHIBITED ACTS

Airports

07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility 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 Facility 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.

STANDARD ENDORSEMENT NO. 28

DISTURBANCES

All Facilities

6/20/51

SPECIAL ENDORSEMENTS

1. The Permittee is hereby given the non-exclusive privilege of conducting and the Permittee hereby agrees to conduct at John F. Kennedy International and LaGuardia Airports (hereinafter sometimes collectively called the "*Airports*") the business of renting non-chauffeured automobiles (hereinafter sometimes called the "*Rent a Car Business*") to all qualified persons desiring the same. As used herein the term "qualified" shall mean a customer who satisfies any applicable requirements of law as well as the national requirements of the Permittee with respect to those persons to whom automobiles may be rented, provided said national requirements are not in breach of or inconsistent with any provision of this Permit.

2. (a) The Permittee, in connection with the Rent a Car Business, is hereby given the non-exclusive privilege of using such routes, roads and ways on John F. Kennedy International Airport (hereinafter sometimes called "*John F. Kennedy International Airport*") as may from time to time be designated by the General Manager of the Airport in connection with providing a transportation service (hereinafter called the "*JFK Service*") for its customers and employees at no charge therefor between the Premises under the Lease (as defined in Special Endorsement No. 24 hereof) and the Federal Circle AirTrain Station at the Airport, which routes, roads and ways shall be used in common with others authorized by the Port Authority to use the same. In the conduct of the JFK Service, stops will be made only at such locations as may be approved by the General Manager of the Airport from time to time and at any time. The JFK Service shall not be used in any manner or activity other than in connection with the Rent a Car Business and the Permittee shall comply with such procedures and directions as may be given from time to time by the General Manager of the Airport. The Permittee shall not use the JFK Service to any locations on John F. Kennedy International Airport other than Premises under Lease and the Federal Circle AirTrain Station or to any location off John F. Kennedy International Airport without the prior written approval of the General Manager of the Airport.

(b) It is hereby acknowledged that the Permittee operates facilities for the purpose of conducting rent-a-car operations at 83-34 23rd Avenue, East Elmhurst, New York 11360, as to LaGuardia Airport and said facilities are herein sometimes referred to as the "*Off-Airport Facility*". The Off-Airport Facility has been operated by the Permittee prior to the Effective Date of this Permit primarily to serve persons, corporations and other entities using LaGuardia Airport, including but not limited to, airline passengers and airport, airline and tenant employees at LaGuardia and the general public at LaGuardia. At the present time, the Permittee does not have facilities at LaGuardia for, among other things, the parking of vehicles to be utilized by the Permittee in the Rent a Car Business. The Permittee hereby represents to the Port Authority that said vehicles utilized in the Rent a Car Business will be located at the Off-Airport Facility.

(c) The Permittee, in connection with the Rent a Car Business, is hereby given the non-exclusive privilege of using such routes, roads and ways on LaGuardia Airport (hereinafter sometimes called "*LaGuardia Airport*") as may from time to time be designated by the General Manager of the Airport in connection with providing a transportation service

SPECIAL ENDORSEMENTS

(hereinafter called the "*Service*") for its customers and employees at no charge therefor between LaGuardia Airport and the existing Off-Airport Facility operated in connection with the Rent a Car Business, which routes, roads and ways shall be used in common with others authorized by the Port Authority to use the same. In the conduct of the Service, stops will be made only at such locations as may be approved by the General Manager of LaGuardia Airport from time to time and at any time. The Service shall not be used in any manner or activity other than in connection with the Rent a Car Business and the Permittee shall comply with such procedures and directions as may be given from time to time by the General Manager of the Airport. The Service under this Special Endorsement would be used primarily for the purpose of transporting the Permittee's customers from LaGuardia Airport to the existing Off-Airport Facility where vehicles could be secured by them as well as for the purpose of transporting persons to LaGuardia Airport after they have returned their vehicles to the Off-Airport Facility. The Permittee shall not use the Service to any location off LaGuardia Airport other than the Off-Airport Facility without the prior written approval of the General Manager of the Airport.

(d) The Port Authority makes no representations as to the condition or availability of any route, road or way within LaGuardia Airport with respect to the Service or within John F. Kennedy International Airport with respect to the JFK Service and does not agree to keep the same unobstructed or fit for use. No closing by the Port Authority of any route, road or way within the Airports whether temporary or permanent, whether or not such closing involves a route, road or way previously used by the Permittee in its operation of the Service or the JFK Service, and no such closing by any governmental authority, whether of a route, road or way within or outside LaGuardia Airport or John F. Kennedy International Airport, and whether or not at the request of or with the consent of the Port Authority, shall be grounds for any claim by the Permittee for damages, consequential or otherwise.

(e) Neither the requirements of the Port Authority hereunder, nor any approval by the Port Authority of the methods of the Permittee's operation of the Service or the JFK Service, nor the failure of the Port Authority to require the Permittee to take any particular precautions or to refrain from doing any particular thing in relation thereto nor the fact that the Permittee's operation of the Service or of the JFK Service may be in accordance with and pursuant to the procedures or directions of the General Manager of the Airport shall relieve the Permittee of its liability for injuries to persons or damage to property arising out of its operations hereunder.

(f) The conveyances to be used in the Service and the JFK Service shall all be a type of motor vehicle properly adapted therefor. The Permittee shall maintain all such conveyances in good repair, order and appearance, and shall keep them clean at all times. All such conveyances shall be identified as those of the Permittee by an appropriate design or marking subject to the prior and continuing approval of the General Manager of the Airport.

(g) Without limiting the generality of Section 5 of the Terms and Conditions of the Permit, the Service and the JFK Service shall be subject to the Rules and

SPECIAL ENDORSEMENTS

Regulations of the Port Authority, as the same may from time to time be supplemented and amended.

(h) The Permittee acknowledges that this Special Endorsement No. 2 shall not be deemed to grant to the Permittee the right to use any routes, roads or ways on the Airports to carry on or conduct any operations or services at the Airports, including but not limited to, any ground transportation service, other than the Service and the JFK Service as specifically set forth herein.

(i) The operators of the vehicles used in the Service and the JFK Service shall either be employees of the Permittee properly experienced and trained in such operations or the Permittee may engage an independent third party contractor to provide the Service and the JFK Service, and in such event the operations of said contractor shall be deemed to be the operations of the Permittee hereunder.

(j) Without limiting the provisions of Standard Endorsement No. 17.3, the Permittee shall procure and maintain in full force and effect throughout the effective period of the permission granted hereunder all licenses, certificates, permits, franchises or other authorization from all governmental authorities, if any, having jurisdiction over the operations of the Permittee, which may be necessary for the conduct of the Service and the JFK Service. Neither the issuance of this Permit nor anything contained therein shall be or be construed to be a grant of any franchise, consent, license, permit, right or privilege of any nature or kind whatsoever to operate omnibuses or any other vehicles or conveyances carrying passengers or property, whether for hire or otherwise, outside the Airports, or over the public streets or roads of or located in any municipality of the State of New York.

3. (a) The Permittee understands and agrees that in connection with its operations under this Permit it will maintain a physical presence at the Airports. Such physical presence shall be evidenced by the Permittee's occupancy of counter space at the premises under the Lease to be used as business, dispatch and sales offices and for the control of its operations at John F. Kennedy International Airport as well as for customer reservation and information purposes and by the placement of telephones in the passenger terminals at both of the Airports. The presence of counter space is covered by the Lease and the presence of telephones will be covered by separate agreements between the Permittee and the Port Authority covering the installation of telephones in the Central Terminal at LaGuardia Airport. In addition, space for telephones is available at Terminals 1 through 8 at John F. Kennedy International Airport and at the Delta Terminal and the US Airways Terminal at LaGuardia Airport (the "*Airline Terminals*"). The Permittee recognizes that although the availability of telephone space in the Airline Terminals is covered by the Port Authority's leases with the tenants thereof there may be limitations in particular buildings with respect to whether space is available for all rent a car operators and with respect to the amount of such space for utilization by all rent a car operators. There also may be different arrangements at the aforesaid buildings with respect to the installation of telephones. The arrangements to be made between the Permittee and the various lessees of the Airline Terminals shall be covered by separate agreements between the

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Permittee and the appropriate lessees which agreements shall be subject to prior written consent of the Port Authority. Any difficulties the Permittee may have in securing the space for telephones it desires or with respect to the proposed charges therefor by the lessee may be brought to the attention of the Port Authority by the Permittee. The Port Authority recognizes that it has an appropriate role to play in the event any such matter is referred to it but this does not mean that every problem of this kind will be resolved to the satisfaction of the Permittee.

(b) To the extent that the same has not been heretofore accomplished, appropriate counter space and the installation of telephones in the aforementioned locations shall be accomplished pursuant to an Alteration Application or Applications, to be submitted in the event a Port Authority lessee is involved by said lessee, as said Alteration Application or Applications are approved by the Port Authority.

4. (a) The term "**Gross Receipts**" shall include all monies paid or payable to the Permittee for sales made and for services rendered at or from the Airports, regardless of when or where the order therefor is received, and any other revenues of any type arising out of or in connection with the Permittee's operations at the Airports, provided, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee shall be excluded therefrom. For purposes of the term "Gross Receipts", it is understood that the term "customer" means the actual individual renter-driver of a rental car and not, by way of example, an entity or organization through which the individual renter-driver's rental car arrangements are made (e.g., a tour operator, cruise ship operator, corporate employer, or association such as the American Automobile Association (a/k/a AAA) or American Association of Retired Persons (a/k/a AARP), or any business program sponsor). Further, reference in the proviso above in this paragraph to the term "separately stated" is understood to include a stated reference both to the characterization of an item or items (e.g., characterization as taxes) as taxes and to the actual number of dollars which are attributable to each item which qualifies as an exclusion from Gross Receipts. In the event of a conflict between the terms of this Permit and GAAP or generally accepted auditing standards, this Permit shall govern even where this Permit references GAAP or such auditing standards.

(b) It is hereby agreed that for the purpose of this Permit sales made and services rendered at or from the Off-Airport Facility, regardless of when or where the order therefor is received, and operations at the Off-Airport Facility shall be and be deemed to be sales made and services rendered at or from the Airports and the aforesaid operations of the Permittee shall be and be deemed to be operations of the Permittee at the Airports and that all monies paid or payable to the Permittee therefor shall be included in Gross Receipts under the Permit except for "Non-Airport Sales and Services" as hereinafter defined. "**Non-Airport Sales and Services**" shall only mean those instances where a sale or service is rendered at the Off-Airport Facility or there is an operation at the Off-Airport Facility and (i) the customer of the Permittee did not arrive at LaGuardia Airport by air within the period of eighteen (18) hours prior to entering into the rental agreement with the Permittee and (ii) the customer does not work

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at LaGuardia Airport. Any monies paid or payable with respect to nonairport sales and services shall not be or be deemed to Gross Receipts hereunder but the Permittee shall have the burden of proof of establishing the same.

(c) The Permittee hereby represents, that it can and will develop a system of records so that its sales, services and operations at the Off-Airport Facility can be properly recorded by it and easily audited by the Port Authority, particularly so that Gross Receipts and Non-Airport Sales and Services thereat are easily identified. Without limiting the foregoing, the Permittee shall establish a separate and distinct form of rental agreement to be used for Non-Airport Sales and Services and shall record such information as shall clearly establish that such customer did not arrive at LaGuardia Airport within said eighteen (18) hour period and does not work at LaGuardia Airport. The Permittee shall maintain with respect to all transactions connected with the Off-Airport Facility the home or business addresses of the Permittee's customers who utilize the Off-Airport Facility. In addition, the Permittee shall provide the Port Authority with such further additional information as it may from time to time request with respect to any matter covered by this Special Endorsement.

(d) Regardless of the Port Authority's approval thereof and without limiting any of the foregoing, in the event the Permittee establishes another facility or facilities off the Airports which are designed to or do in fact operate in the same manner as the Off-Airport Facility then all other provisions of this Permit with respect to the Off-Airport Facility shall be deemed to apply to any such other facility or facilities.

(e) As and to the extent that the Permittee has not already done so, the Permittee shall submit statements of Gross Receipts and shall pay, at the time of execution and delivery of this Permit to the Port Authority, all fees and other amounts due under the Permit for the period from the effective date hereof to the time of execution and delivery of this Permit by the Permittee.

5. (a) There shall be excluded from Gross Receipts, as defined in Special Endorsement No. 4 hereof, any sum paid by a customer of the Permittee to the Permittee for the elimination of the customer's liability to the Permittee for damages to the vehicle rented by the customer, provided said sum is separately stated to and paid by the customer. The Permittee shall advise the Port Authority of the amounts so charged as of the effective date of the permission granted hereunder and shall notify the Port Authority of any subsequent increase in said amount within thirty (30) days of the effective date of said increase. Any such increase shall be consistent with the Permittee's policies in the Port of New York District marketing area with respect to the amounts so charged.

(b) The Port Authority shall have the right at any time to withdraw the exclusion from Gross Receipts contained in this Special Endorsement upon sixty (60) days' prior written notice to the Permittee to such effect, provided, however, that the Port Authority shall serve a similar notice withdrawing such similar exclusion from any other

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permittee of the Port Authority authorized by the Port Authority to exercise a privilege at the Airports similar to that covered by this Permit, and provided, further, that prior to the exercise of its right to withdraw the exclusion the Port Authority shall have given the Permittee the opportunity to meet with it with respect to such withdrawal. Upon the effective date stated in the said notice, this Special Endorsement shall be deemed deleted and of no further force and effect but the Permit shall continue in full force and effect in all other respects.

6. (a) The Permittee represents to the Port Authority that among the various arrangements it has for renting its vehicles to its customers there is one in which the customer is required to return the vehicle to the Permittee with the same amount of fuel in its tank as when received and if the customer does not do so the customer is charged for the fuel required to replace said amount, which Agreement is herein referred to as a "**Replacement Fuel Agreement**".

(b) There shall be excluded from Gross Receipts, as defined in Special Endorsement No. 4 hereof, any sum paid by a customer of the Permittee to the Permittee for fuel in satisfaction of the customer's obligation contained in his Replacement Fuel Agreement in the event he does not return the vehicle with the required amount of fuel, provided said sum is separately stated to and paid by the customer to the Permittee and provided said sum meets the requirements of paragraph (d) hereof.

(c) In addition to the privilege fee payable hereunder, the Permittee shall pay to the Port Authority a fee (hereinafter called a "**Replacement Fuel Fee**") of twelve and one-half percent (12 1/2%) of an amount equal to the difference between the price charged customers for fuel pursuant to Replacement Fuel Agreements and the purchase price for such fuel paid or payable by the Permittee.

(d) It is understood that the fuel for which a customer may be charged under a Replacement Fuel Agreement shall be of the grade recommended by the manufacturer of the particular vehicle for use in such vehicle.

7. (a) The Permittee represents to the Port Authority that among the various activities it performs at the Off-Airport Facility there is one whereby the customer is permitted to park his own automobile at the Off-Airport Facility and, in some cases, the customer is then transported to LaGuardia Airport using the Service as defined in paragraph (a) of Special Endorsement No. 2 hereof. The Port Authority hereby consents to the use of the Service for such purposes.

(b) There shall be excluded from Gross Receipts, as defined in Special Endorsement No. 4 hereof, any sum paid by a customer of the Permittee to the Permittee for parking the customer's car at the Off-Airport Facility and using the Service, provided said sum is separately stated to and paid by the customer to the Permittee.

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(c) The Port Authority shall have the right at any time to withdraw the exclusion from Gross Receipts contained in this Special Endorsement, upon sixty (60) days' prior written notice to the Permittee, provided, however, that the Port Authority shall serve a similar notice withdrawing such similar exclusion from any other permittee of the Port Authority authorized by the Port Authority to exercise a privilege at the Airports similar to that covered by this Permit. Upon the effective date stated in the said notice, this Special Endorsement shall be deemed deleted and of no further force and effect but the Permit shall continue in full force and effect in all other respects.

(d) The Port Authority shall have the right at any time to withdraw its consent to the use of the Service for such purposes as set forth in paragraph (a) hereof, upon sixty (60) days' prior written notice to the Permittee, and from and after the effective date stated in said notice the Permittee shall cease using the Service for such purposes. If, nevertheless, the Permittee uses the Service for such purposes after said effective date, all sums paid by customers therefor shall be included in Gross Receipts.

8. (a) The parties hereto recognize that in connection with the operation at the Airports of the Rent a Car Business under the Permit, instances arise where an automobile is stolen from the Permittee or where possession of the automobile is obtained by fraudulent means, such as through the use of forged or fraudulent credentials and the automobile is not returned to the Permittee, and accordingly no fee, charges or rentals are payable to the Permittee.

(b) The parties also recognize that instances arise where possession of an automobile is obtained by lawful means but it is not returned to the Permittee, and accordingly no fees, charges or rentals are collected by the Permittee except revenues collected through insurance covering its rental agreement with the customer, credit card or otherwise.

(c) The parties hereby agree that where possession of an automobile is obtained in a manner described in paragraph (b) hereof the Permittee shall include in Gross Receipts, as defined in the Permit, the amount of \$50.00 or the amount of revenues collected through insurance covering its rental agreement with the customer, credit card or otherwise, whichever is greater.

(d) The Permittee agrees to maintain separate files, records and reports relating to all automobiles the possession of which was obtained in any manner indicated in this Special Endorsement, and will permit the examination and inspection of such files, records and reports by the officers, employees and representatives of the Port Authority.

9. Without limiting the generality of any other term or provision hereof the Permittee agrees to maintain and to make available as part of the Rent a Car Business, on request therefor by a customer, hand controlled automobiles suitable for operation by

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handicapped drivers.

10. It is hereby acknowledged that a principal intention of the Port Authority in granting the permission under this Permit is to have available for all users thereof the Rent a Car Business which the Permittee is permitted to operate hereunder not only at John F. Kennedy International Airport and LaGuardia Airport, but also, under separate Permit, at Newark Liberty International Airport as set forth in Special Endorsement No. 16 hereof.

11. The Permittee shall have no right hereunder to carry on or conduct any business operation or service at the Airports other than as specifically set forth herein. The Permittee shall not directly or indirectly utilize its personnel (except as specifically authorized by the Port Authority) or facilities at the Airports to carry on or conduct any business operation or service at the Airports other than as specifically set forth herein. The Permittee shall not solicit business on the public areas of the Airports and the use, at any time, of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying devices is hereby expressly prohibited.

12. Neither a partnership nor a joint venture is hereby created, notwithstanding the fact that the privilege fee to be paid hereunder shall be determined by Gross Receipts from the operations hereunder of the Permittee. The granting of the privilege under the Permit is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Airports to another or to others, whether by use of this form of permit or otherwise.

13. (a) The Permittee shall furnish good, prompt and efficient services hereunder, adequate to meet all reasonable demands therefor at the Airports and furnish said services on a fair, equal and non-discriminatory basis to all users thereof. The Permittee shall 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 this paragraph "services" shall include furnishing of parts, materials and supplies (including sale thereof).

(b) 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 Airports 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

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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.

14. Notwithstanding any other provision of the Permit to the contrary, it is hereby agreed that neither the Port Authority nor any lessee from whom the Permittee shall sublease counter space or telephone kiosk space at the Airports shall enforce any provisions of the Permit or any sublease, if any, which assert control over rates charged by the Permittee or which assert control over or prohibit visual rate advertising, but nothing in this Special Endorsement No. 14 shall affect the Port Authority's or any said lessee's right, consistent with the agreement of lease between the Port Authority and any said lessee, to control the size and aesthetics of such advertising.

15. For the purpose of this Permit, a default by the Permittee in keeping, performing or observing any promise, obligation, term or agreement set forth herein on the part of the Permittee to be kept, performed or observed shall include the following, whether or not the time has yet arrived for the keeping, performance or observance of any such promise, obligation, term or agreement: a statement by the Permittee to any representative of the Port Authority indicating that it cannot or will not keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit; any act or omission of the Permittee or any other occurrence which makes it improbable at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit; any suspension of or failure to proceed with any part of the services to be performed by the Permittee which makes it improbable at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit.

16. (a) It is hereby acknowledged that the Port Authority intends to issue to the Permittee a separate Permit in substantially the same form as this Permit and designated as Port Authority Permit No. ANB-863 covering the privilege of conducting the business of renting non-chauffeured automobiles at Newark Liberty International Airport.

(b) The Permittee has been advised by the Port Authority and understands that in the event (i) it fails to execute Permit No. ANB-863 when tendered to it by the Port Authority or (ii) the Permittee ceases or abandons its operations at Newark Liberty International Airport or (iii) the Permittee terminates Permit No. ANB-863 for whatever reason, or (iv) the Port Authority with cause revokes Permit No. ANB-863 or (v) Lease No. AYD-810 is terminated by the Port Authority pursuant to Special Endorsement No. 19 thereof, then, in addition to any other rights of revocation by the Port Authority hereunder, the Port Authority shall have the right to revoke this Permit and the privileges granted hereunder with cause, at any time.

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17. (a) The Permittee hereby acknowledges that the Port Authority may revoke the Permit at any time without cause on thirty (30) days' notice to the Permittee, with cause on ten (10) days' notice based on certain events set forth in said notice or on twenty-four (24) hours' notice in accordance with Standard Endorsement No. 28 hereof, as amended. It is hereby specifically understood that no expenditure of money or investment made by the Permittee of any kind or nature at or in connection with the Airports or at any off airport facility arising out of the issuance of this Permit or otherwise shall in any way limit or affect the Port Authority's right to revoke the permission granted hereunder as provided in Section 2 and Standard Endorsement No. 28 hereof or in Special Endorsements No. 16 and 31 hereof nor in any way limit or affect the Port Authority's right to elect not to offer to extend the period of permission under the Permit.

(b) Without limiting any rights of revocation hereunder by the Port Authority, the Permittee expressly acknowledges that in the event of revocation of this Permit by the Port Authority, the Permittee shall never make any claim for continuation of this Permit or exercise of the privileges hereunder based on the fact that this Permit was issued to it or that it expended any money or made any investment at the Airports hereunder or at the Off-Airport Facility and that the Permittee has a right to the continuation thereof or any claim for damages consequential or otherwise. The foregoing agreement by the Permittee is a special inducement and consideration to the Port Authority in entering into this Permit with the Permittee.

18. Notwithstanding any term or provision hereof nothing in this Permit shall grant or be deemed to grant to the Permittee any right or privilege to conduct any operation or service between John F. Kennedy International Airport and LaGuardia Airport, and the Permittee agrees it shall not conduct such operation or service.

19. (a) In addition to the obligations set forth in Section 5 of the Terms and Conditions and all other insurance required under this Permit, the Permittee during the term of this Permit in its own name as insured and including the Port Authority and the City of New York as additional insureds, including without limitation for premises-operations and completed operations, shall maintain and pay the premiums on a policy or policies of (x) Commercial General Liability Insurance, including premises-operations, completed operations, and 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 limits set forth below, and (y) Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and automatically covering newly acquired vehicles in not less than the minimum limit set forth below. Each policy of insurance shall also provide or contain an 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 though the Port Authority were a named insured, but such endorsement shall not limit, vary, change or affect the protection afforded the Port Authority

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thereunder as an additional insured. In addition, each policy of Commercial General Liability Insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 5 of the Terms and Conditions of the Permit and any other provisions of the Permit providing for indemnification of the Port Authority by the Permittee.

Minimum Limits

Commercial General Liability: Combined single limit per occurrence for death, bodily injury and property damage liability:	\$3,000,000.00
Commercial Automobile Liability: (covering owned, non-owned and hired vehicles) Combined single limit per occurrence for death, bodily injury and property damage liability:	\$5,000,000.00

(b) The Permittee shall also procure and maintain in effect, or cause to be procured and maintained in effect, Workers' Compensation Insurance and Employer's Liability Insurance in accordance with and as required by law.

(c) Without limiting the provisions hereof, in the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority and the City of New York shall be included therein as an additional insured to the full extent of all such insurance in accordance with the terms and provisions hereof.

(d) Notwithstanding the foregoing, it is specifically understood and agreed that the Port Authority shall have the right upon notice to the Permittee given from time to time and at any time to require the Permittee to increase any or all of the foregoing limits to commercially reasonable amounts and the Permittee shall promptly comply therewith and shall promptly submit a certificate or certificates evidencing the same to the Port Authority.

(e) As to the insurance required by the provisions of this Special Endorsement, a certified copy of each policy or a certificate evidencing the existence thereof, or a binder, shall be delivered to the Port Authority on or before the Effective Date. 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. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without

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giving fifteen (15) 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 fifteen (15) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of this Permit. 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 the form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be made available by the Permittee to the Port Authority for inspection and reproduction at an office of the Permittee within the Port of New York District.

(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 this 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 this Permit or any other agreement or by law.

20. (a) The Permittee was also the permittee of the Port Authority under a separate Permit which bore Permit No. AX-601 and was dated as of January 1, 1994 and covered, among other things, the privilege of conducting the business of renting non-chauffeured automobiles at John F. Kennedy International Airport and LaGuardia Airport. Said permit as the same has been supplemented, amended and extended is herein called the "*Former Permit*". The Former Permit is being mutually terminated simultaneously with the execution of this Permit effective the day immediately preceding the Effective Date.

(b) The Permittee hereby expressly agrees that nothing contained in this Permit shall be used by the Permittee as a basis for any contention or argument as to what monies are included in "Gross Receipts" under the Former Permit. The Permittee further agrees that in the event the Port Authority claims that any amounts are due and owing to the Port Authority from the Permittee under the provisions of the Former Permit, or in the event the Port Authority brings an action to recover said monies or in any other proceeding involving Port Authority claim to any monies under the Former Permit, the Permittee shall not claim or argue in any such proceedings that monies are not due to the Port Authority, as and to the extent the said claim or argument is based upon the provisions of this Permit, including but not limited

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to, the manner in which the privileges set forth in this Permit have been expressed, as compared to the provisions of the Former Permit. Nothing contained herein shall preclude, the Permittee from contesting the issue, if any, of what amounts, if any, are owed by it to the Port Authority under the Former Permit on any other basis that it may have, excepting only that it may not introduce this Permit into evidence in any proceeding with respect to monies alleged by the Port Authority to be owed to it by the Permittee under the Former Permit. This representation and agreement by the Permittee is a special consideration to the Port Authority in issuing this Permit to the Permittee.

21. (a) In connection with the exercise of the privilege granted hereunder, the Permittee 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 Airports;

(3) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, but not exceeding an additional two (2) years after the expiration of any calendar year, records and books of account separately recording all transactions of the Permittee under the Permit at, through, or in anywise connected with the Airports (which records and books of account are hereinafter called the "*Records*") including, but not limited to, (i) the amounts paid by customers for the elimination of the customer's liability to the Permittee for damage to the vehicle rented by the customer as set forth in Special Endorsement No. 5 hereof, (ii) the amounts paid by customers for fuel pursuant to Replacement Fuel Agreements as defined in Special Endorsement No. 6 hereof and the purchase price paid or payable for such fuel by the Permittee, and (iii) all monies paid or payable to the Permittee for sales or services and operations of the Permittee at or from any off-airport facility, separately setting forth the amounts of the foregoing, if any, which the Permittee claims are Non-Airport Sales and Services, all as set forth in Special Endorsement No. 4 hereof. The Records shall be kept at all times within the Port of New York District.

(4) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subparagraph (3), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, which owns or controls the Permittee, or which is under common ownership or control with the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District.

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(5) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(6) Furnish on or before the twentieth day of each month following the Effective Date of this Permit a sworn statement of (i) Gross Receipts arising out of operations of the Permittee hereunder for the preceding month, (ii) the amounts excluded from Gross Receipts pursuant to Special Endorsement No. 5 hereof, and (iii) the amounts excluded from Gross Receipts and the amount on which the Permittee is to pay the Replacement Fuel Fee pursuant to Special Endorsement No. 6 hereof and (iv) the amounts to be included in Gross Receipts arising from sales or services and operations of the Permittee at or from any off-airport facility and the amounts of the foregoing, if any, which the Permittee claims are Non-Airport Sales and Services;

(7) Furnish on or before the twentieth day of April of each calendar year following the Effective Date of this Permit a statement of all Gross Receipts, separately setting forth all the amounts required by paragraph (a)(6) of this Special Endorsement, arising out of operations of the Permittee hereunder for the preceding calendar year certified by an authorized corporate officer of the Permittee; and

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

(9) Without limiting anything contained in this Special Endorsement, the Permittee shall provide the Port Authority with such further additional information as it may from time to time request with respect to any matter covered by this Special Endorsement. No reference hereunder to a calendar year shall affect the rights of either party as set forth in Special Endorsement No. 17 hereof.

(10) In addition it is hereby agreed that the method used by the Permittee to calculate the amount on which the Permittee is to pay the Replacement Fuel Fee pursuant to Special Endorsement No. 6 hereof shall be subject to the approval of the Port Authority.

(b) Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph (a) above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (a)(3) and (a)(4) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District

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or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the Gross Receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States, then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in clause (ii) of paragraph (b)(2) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(4) The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph (b) above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

(5) In those situations where the Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), the Permittee agrees to provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion.

(6) In the event that, upon conducting an examination and audit as described in this Special Endorsement, the Port Authority determines that unpaid fees and/or costs thereon are due and payable to the Port Authority by the Permittee, the Port Authority may impose a five percent (5%) service charge calculated upon the amount determined by the Port Authority to be unpaid, in recognition of any personnel and legal costs associated with the conduct of such examination and audit and any efforts to enforce the provisions of this Permit. Such service charge shall become immediately due and payable upon notice to the

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Permittee of the amount thereof and is exclusive of any and all other moneys due to the Port Authority by the Permittee under this Permit or otherwise.

22. The words "permission" and "privilege" are used interchangeably in this Permit and, except where expressly provided to the contrary, reference to "privilege" shall mean privileges granted by this Permit.

23. (a) It is expressly agreed that all rights and privileges granted to the Permittee hereunder shall be exercised solely and exclusively by the Permittee. All references in this Permit to "Permittee" shall, for operational purposes, mean and refer solely and exclusively to the Permittee acting as the operating entity hereunder.

(b) The Permittee shall have no right to, nor shall it, assign, transfer, encumber or delegate, directly or indirectly, in whole or in part, by operation of law or otherwise, any of the rights and privileges or any other interest granted to the Permittee hereunder, and no rental car company or operating entity other than the Permittee shall exercise any of the said rights and privileges.

(c) In all vehicle rental transactions entered into in connection with Permittee's operations under the Permit, the Permittee shall use a distinct form of customer rental agreement identifying the Permittee, solely and exclusively, as the contracting rental car company. The Permittee shall likewise identify the Permittee, solely and exclusively, as the contracting rental car company on all invoices, receipts and other documents issued to its customers.

(d) All signs, posters and similar devices, and all media and communications used in connection with any operations under the Permit shall identify the Permittee, solely and exclusively, as the operating entity and contracting rental car company, and all marks, logos, slogans and names appearing in and on signs, employee uniforms and all other identifying devices, media and communications shall identify, indicate or signify the Permittee, only.

(e) The Permittee hereby expressly covenants and agrees that it shall not accept, at any time during the period of the permission covered by this Permit, any airport-related business whatsoever by or in the name of any affiliate or subsidiary of the Permittee at any off-airport rental car facility the Permittee, or any of its affiliates or subsidiaries, may operate in the immediate vicinity of any Port Authority airport.

(f) The Permittee may request, on behalf of affiliate rental car companies operated by the Permittee the consent of the Port Authority to conduct on-airport rental car operations at Port Authority airports. For purposes of this Permit, the term "affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the

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terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise. Under the terms of this Permit any such operations by affiliated rental car companies may be conducted only from locations separate and distinct from existing or future locations operated by the Permittee. The Port Authority may consent to other terms with respect to the other and affiliated rental car companies however, the granting of such consent, including any modification as to the conduct of such operations, shall be within the sole and exclusive discretion of the Port Authority, and the Port Authority shall be entitled to demand a fee in connection with the granting of any such consent.

(g) Notwithstanding the foregoing, it is hereby agreed that the Permittee may conduct its business under the name "Enterprise Rent-A-Car" on the following terms and conditions:

(1) All rental agreements that it enters into with its customers must state the Permittee's legal name, ELRAC, LLC.;

(2) The Permittee shall have complied with all laws, rules and regulations and all other legal requirements with respect to the Permittee conducting its business in the name of Enterprise Rent-A-Car instead of in its legal name, ELRAC, LLC; and

(3) The Permittee's legal name shall be prominently displayed at all locations at which it conducts its Rent a Car Business hereunder.

24. (a) The following terms, when used in this Permit, shall have the respective meanings given below:

(1) "**Annual Credit**" shall mean for a particular Annual Period an amount equal to the Annual Credit Amount for such Annual Period as such Annual Credit Amount may be reduced in accordance with the provisions of paragraphs (c)(5) and (c)(6) below.

(2) "**Annual Credit Amount**" shall mean an amount equal to the sum of the Monthly Credits for each Annual Period determined in accordance with the provisions of paragraphs (c)(3) and (c)(4) below but without the limitations imposed by paragraph (c)(2) below.

(3) "**Annual Gross Receipts**" shall mean for a particular Interim Annual Period or a particular Annual Period, as the case shall be, the Gross Receipts arising under this Permit and under Permit No. ANB-863 during the calendar year in which such Interim Annual Period or Annual Period occurs, as the case shall be.

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(4) "*Annual Period*" shall mean the period commencing on the Completion Date and expiring on the December 31st next occurring thereafter, and each of the twelve-month periods thereafter occurring during the term of the letting under the Lease, each such twelve-month period to commence on January 1 and to expire on December 31 of each such year, except that the last Annual Period shall end on the earliest occurring of the expiration or termination of the letting under the Lease. In the event that the Completion Date is other than the first day of a calendar year then, in such event, "Annual Period" for the calendar year during which the Completion Date falls shall mean the number of days in such calendar year from and including the Completion Date to the last date of such calendar year.

(5) "*Completion Date*" shall have the meaning and be determined as provided for in paragraph (h) of Section 5 of the Lease.

(6) "*Construction Commencement Date*" shall mean the first date any contractor of the Permittee enters upon any portion of the Premises under the Lease to perform the Construction Work.

(7) "*Construction Work*" shall have the meaning set forth for the "Construction Work" in Section 5(b) of the Lease.

(8) "*Cost of the Construction Work*" shall mean, subject to the terms of paragraph (d) of this Special Endorsement, the lesser of:

(i) The sum of Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00); or

(ii) The sum of the following actually paid by the Permittee to the extent that the inclusion of the same is permitted by sound accounting practice:

(aa) Amounts paid by the Permittee to independent contractors for work actually performed and labor actually furnished and materials actually delivered in connection with the Construction Work; and

(bb) Payments made by the Permittee in connection with the Construction Work for engineering, architectural, professional and consulting services, construction management and supervision of construction, it being understood that payments under this item (bb) shall not exceed ten per cent (10%) of the amounts paid under item (i) above.

(9) "*Expiration Date*" shall mean September 30, 2019.

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(10) "*Interim Annual Credit*" shall mean for a particular Interim Annual Period an amount equal to the Interim Annual Credit Amount for such Interim Annual Period as such Interim Annual Credit Amount may be reduced in accordance with the provisions of paragraphs (b)(4) and (b)(5) below.

(11) "*Interim Annual Credit Amount*" shall mean for a particular Interim Annual Period an amount equal to the sum of the Interim Monthly Credits for such Interim Annual Period determined in accordance with the provisions of paragraphs (b)(3) and (b)(2)(iii) below but without giving effect to the limitations imposed in accordance with the provisions of paragraph (b)(2)(ii) below.

(12) "*Interim Annual Period*" shall mean the period commencing with the commencement date of the Interim Fee Period and expiring on the December 31st next occurring thereafter, and each of the twelve-month periods thereafter occurring during the Interim Fee Period, each such twelve-month period to commence on January 1 and to expire on December 31 of each such year, except that the last Interim Annual Period shall end on the earlier occurring of the expiration date of the Interim Fee Period or on the termination of the letting under the Lease. In the event that the Interim Annual Period commences on other than the first day of a calendar year then, and in such event, "Interim Annual Period" for such calendar year shall mean the number of days in such calendar year from and including the commencement of the Interim Fee Period to the last day of such calendar year and in the event further that the Interim Fee Period ends on other than the last day of a calendar year then, and in such event, the "Interim Annual Period" for such calendar year shall mean the number of days in the calendar year during which the Interim Fee Period ends from and including the first day of such calendar year to the end of the Interim Fee Period.

(13) "*Interim Fee Period*" shall mean the period from the Construction Commencement Date to the day immediately preceding the Completion Date, both dates inclusive.

(14) "*Interim Monthly Credit*" shall mean for a particular Interim Monthly Period an amount equal to the Interim Monthly Credit Amount for such Interim Monthly Period as such Interim Monthly Credit Amount may be limited or adjusted as provided herein.

(15) "*Interim Monthly Credit Amount*" shall mean for a particular Interim Monthly Period, an amount equal to the product obtained by multiplying the total amount of the payments made by the Permittee for the Cost of Construction Work from the Construction Commencement Date through the end of each Interim Monthly Period, by the quotient obtained by dividing an amount equal to the sum of the Revenue Bond Index rate, as published by the Bond Buyer on September 1, 2008, plus 300 basis points, by the whole number 12.

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(16) ***"Interim Monthly Period"*** shall mean each calendar month during the Interim Fee Period. In the event that the Interim Fee Period commences on other than the first day of a calendar month then, and in such event, "Interim Monthly Period" for such calendar month shall mean the number of days in such calendar month from and including the commencement of the Interim Fee Period to the last day of such calendar month and in the event further that the Interim Fee Period ends on other than the last day of a calendar month then, and in such event, the "Interim Monthly Period" for such calendar month shall mean the number of days in the calendar month during which the Interim Fee Period ends from and including the first day of such calendar month to the end of the Interim Fee Period.

(17) ***"Lease"*** and ***"Lease No. AYD-810"*** shall each mean that certain agreement of lease made as of ^{October 1, 2009} ~~the Effective Date~~ between the Port Authority and the Permittee and bearing Port Authority Lease No. AYD-810 covering premises at John F. Kennedy International Airport, as the same may hereafter be supplemented and amended.

(18) ***"Maximum Combined Annual Credit Amount"*** shall mean for a particular Interim Annual Period or Annual Period an amount equal to the product obtained by multiplying the Permittee's Annual Gross Receipts for any calendar year in which each Interim Annual Period or Annual Period occurs, as the case shall be, by two and one-half percent (2 1/2%).

(19) ***"Maximum Combined Monthly Credit Amount"*** shall mean for a particular Interim Monthly Period or Monthly Period an amount equal to the product obtained by multiplying the sum of the Permittee's Gross Receipts arising under this Permit and under Permit No. ANB-863 for the calendar month in which each Interim Monthly Period or Monthly Period falls, as the case shall be, by two and one half percent (2 1/2%).

(20) ***"Monthly Credit"*** shall mean for a particular Monthly Period an amount equal to the Monthly Credit Amount for such Monthly Period as such Monthly Credit Amount may be limited or adjusted as provided herein.

(21) ***"Monthly Credit Amount"*** shall mean that amount which if paid each and every calendar month for a number of consecutive months (such number of consecutive months to be the number of calendar months between the Completion Date and the Expiration Date) so that such payment would after such number of consecutive equal monthly payments (combining monthly amortization and interest on the declining unpaid balance at the annual rate of the Revenue Bond Index rate, as published by the Bond Buyer on September 1, 2008, plus 300 basis points) discharge a debt in an amount equal to the Cost of the Construction Work.

(22) ***"Monthly Period"*** shall mean each calendar month for the period from the Completion Date to the earlier to occur of the expiration or earlier termination or revocation of the Permit and in the event that the Completion Date is other than

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the first day of a calendar month then, and in such event, the "Monthly Period" for the calendar month during which the Completion Date falls shall mean the number of days in such calendar month from and including the Completion Date to the last day of such calendar month and in the event further that the Permit is revoked or terminated on, or the day preceding the twentieth anniversary of the Completion Date occurs on, other than the last day of a month then, and in such event, "Monthly Period" shall mean the actual number of days from the commencement of such calendar month to the earlier occurring of the foregoing.

(23) "*Permit No. ANB-863*" shall mean that certain permit entered into simultaneously herewith between the Port Authority and the Permittee made as of the Effective Date and bearing Port Authority Agreement No. ANB-863 covering the Permittee's operations at Newark Liberty International Airport, as the same has been and may hereafter be amended and supplemented.

(b) Interim Fee Credit:

(1) During the Interim Fee Period the privilege fee payable under the Permit shall be reduced by the Interim Monthly Credit subject to the terms and limitations hereinafter set forth. The computation of the privilege fee and the Interim Monthly Credit for each Interim Monthly Period shall be individual to each Interim Monthly Period and without relation to any other Interim Monthly Period.

(2) The Interim Monthly Credit for each Interim Monthly Period shall be determined as follows:

(i) On the twentieth day of the calendar month following the month in which the Interim Fee Period commences and on the twentieth day of each calendar month thereafter during the Interim Fee Period, including the month following the end of the Interim Fee Period, the Permittee shall deliver a certificate to the Port Authority signed by a responsible fiscal officer of the Permittee, which certificate shall certify the amounts actually paid by the Permittee during the preceding month which constitute a portion of the Permittee's Cost of the Construction Work and each such certificate shall contain the following information: (aa) the amounts actually paid by the Permittee during the preceding calendar month to independent contractors for work actually performed and labor actually furnished and materials actually delivered in connection with the performance of the Construction Work, (bb) the amounts actually paid by the Permittee during the preceding calendar month in connection with the Construction Work, for engineering, architectural, professional and consulting services and supervision of construction and (cc) the total amount paid by the Permittee on account of the foregoing from the Construction Commencement Date to the end of the preceding month, and (dd) a certification by the Permittee that the portion of the Construction Work covered by said certificate has been performed strictly in accordance with the terms of the Lease.

(ii) No Interim Monthly Credit Amount for any Interim

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Monthly Period shall exceed the Maximum Combined Monthly Credit Amount for such Interim Monthly Period and if it does, the Interim Monthly Credit Amount shall be reduced to equal the Maximum Combined Monthly Credit Amount.

(iii) Notwithstanding the foregoing the Permittee shall not be entitled to nor shall the Permittee receive an Interim Monthly Credit for any Interim Monthly Period unless and until the Permittee has rendered to the Port Authority the Permittee's statements of monthly Gross Receipts for operations at all three facilities covered by this Permit and Permit No. ANB-863 and its cumulative Annual Gross Receipts in accordance with Standard Endorsement No. 2.2, as amended, of this Permit and Permit No. ANB-863.

(3) In the event that any Interim Monthly Period is less than a full calendar month then the Interim Monthly Credit Amount for such Interim Monthly Period shall be reduced by multiplying the same by a fraction, the numerator of which shall be the number of actual days in such Interim Monthly Period and the denominator of which shall be the full number of days in said calendar month. The reduction of the Interim Monthly Credit Amount set forth in this subparagraph (3) shall be made after the limitations set forth in paragraph (b)(2)(ii) above have been applied to the Interim Monthly Credit Amount.

(4) No Interim Annual Credit Amount for any Annual Period shall exceed the Maximum Combined Annual Credit Amount for such Interim Annual Period and if it does, the Interim Annual Credit Amount shall be reduced to equal the Maximum Combined Annual Credit Amount.

(5) In the event that any Interim Annual Period is less than a full calendar year then the Interim Annual Credit Amount for such Interim Annual Period shall be reduced by multiplying the same by a fraction, the numerator of which shall be the number of calendar days in such Interim Annual Period and the denominator of which shall be 365. The reduction of the Interim Annual Credit Amount set forth in this paragraph (b)(5) shall be made after the limitations set forth in paragraph (b)(4) above have been applied to the Interim Annual Credit Amount.

(6) In the event that in any Interim Annual Period the Interim Annual Credit exceeds the sum of the Interim Monthly Credits actually taken by the Permittee during such Interim Annual Period, then the Permittee shall be entitled to a credit for such Interim Annual Period in the amount of such excess, which amount shall be promptly paid by the Port Authority to the Permittee, provided, however, the Permittee shall not be entitled to nor shall the Permittee receive such a credit for any Interim Annual Period unless and until the Permittee has rendered to the Port Authority the Permittee's statement of Annual Gross Receipts in accordance with Standard Endorsement No. 2.2 of the Permit and in accordance with Standard Endorsement No. 2.2 of Permit No. ANB-863. The computation of the Interim Annual Credit for each Interim Annual Period shall be individual to such Interim Annual Period and without relation to any other Interim Annual Period.

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(7) The ten percent (10%) limitation set forth in paragraph (a)(8)(2)(ii) above shall not be applied for the purpose of calculating the Interim Monthly Credit or the Interim Annual Credit until the Cost of the Construction Work has been finally determined, provided, however, no calculation of any Interim Monthly Credit or Interim Annual Credit shall include any cumulative payments made by the Permittee pursuant to the aforesaid paragraph (a)(8)(2)(ii) which exceed the amount of Four Hundred Nine Thousand Ninety-one Dollars and No Cents (\$409,091.00). As soon as the Cost of the Construction Work has been determined, the Interim Monthly Credits and the Interim Annual Credits shall be recalculated by applying the aforesaid ten percent (10%) limitation (whether or not the Cost of the Construction Work is determined pursuant to paragraph (a)(8)(1) or paragraph (a)(8)(2) hereof) and the privilege fee payable during the Interim Fee Period adjusted, as required, based on such recalculated Interim Monthly Credits and Interim Annual Credits for each Interim Monthly Period and Interim Annual Period and any amounts owed by the Permittee to the Port Authority shall be promptly paid by the Permittee.

(c) Permanent Credit:

(1) For the period from the Completion Date to the Expiration Date, both dates inclusive, the privilege fee payable under the Permit shall be reduced by the Monthly Credit subject to the terms and limitations hereinafter set forth. The computation of the privilege fee and the Monthly Credit for each Monthly Period shall be individual to each Monthly Period and without relation to any other Monthly Period.

(2) No Monthly Credit Amount for any Monthly Period shall exceed the Maximum Combined Monthly Credit Amount for such Monthly Period and if it does, the Monthly Credit Amount shall be reduced to equal the Maximum Combined Monthly Credit Amount.

(3) Notwithstanding the foregoing the Permittee shall not be entitled to nor shall the Permittee receive a Monthly Credit for any Monthly Period unless and until the Permittee has rendered to the Port Authority the Permittee's statements of monthly Gross Receipts at all three airports and cumulative Annual Gross Receipts in accordance with Standard Endorsement No. 2.2, as amended, of this Permit and Permit No. ANB-863.

(4) In the event that any Monthly Period is less than a full calendar month then the Monthly Credit Amount for such Monthly Period shall be reduced by multiplying the same by a fraction, the numerator of which shall be the number of actual days in such Monthly Period and the denominator of which shall be the full number of days in said calendar month. The reduction of the Monthly Credit Amount set forth in this paragraph (c)(4) shall be made after the limitations set forth in paragraph (c) (2) above have been applied to the Monthly Credit Amount.

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(5) No Annual Credit Amount for any Annual Period shall exceed the Maximum Combined Annual Credit Amount for such Annual Period and if it does, the Annual Credit Amount shall be reduced to equal the Maximum Combined Annual Credit Amount.

(6) In the event that any Annual Period is less than a full calendar year then the Annual Credit Amount for such Annual Period shall be reduced by multiplying the same by a fraction, the numerator of which shall be the number of calendar days in such Annual Period and the denominator of which shall be 365. The reduction of the Annual Credit Amount set forth in this paragraph (c)(6) shall be made after the limitations set forth in paragraph (c)(5) above have been applied to the Annual Credit Amount.

(7) In the event that in any Annual Period the Annual Credit exceeds the sum of the Monthly Credits actually taken by the Permittee during such Annual Period, then the Permittee shall be entitled to a credit for such Annual Period in the amount of such excess, which amount shall be promptly paid by the Port Authority to the Permittee, provided, however, the Permittee shall not be entitled to nor shall the Permittee receive such credit for any Annual Period unless and until the Permittee has rendered to the Port Authority the Permittee's statements of Annual Gross Receipts in accordance with Standard Endorsement No. 2.2 of the Permit and with Standard Endorsement No. 2.2 of Permit No. ANB-863. The computation of the Annual Credit for each Annual Period shall be individual to such Annual Period and without relation to any other Annual Period.

(d) In each case the amounts, payments and expenses set forth in the definition of the Cost of the Construction Work shall be evidenced, from time to time, by certificates of a responsible fiscal officer of the Permittee, sworn to before a Notary Public and delivered to the Port Authority, which certificates shall (x) set forth in detail, the amounts paid to specified persons and the other expenses incurred by the Permittee, which have not previously been reported in certificates delivered to the Port Authority, (y) have attached thereto reproduction copies or duplicate originals of the invoices of such independent contractors and other persons acknowledging the receipt by them of such amounts and payments, and (z) certify that the amounts, payments and expenses therein set forth constitute portions of Permittee's investment in the Construction Work for purposes of this Permit.

25. The fact that the Permittee's Gross Receipts under Permit No. ANB-863 at Newark Liberty International Airport may be utilized to compute the Interim Monthly Credit, the Interim Annual Credit, the Monthly Credit and the Annual Credit under this Permit AX-821 shall not be deemed to amend, affect or change Permit No. ANB-863 in anyway nor shall this Permit AX-821 be considered in any way to be a supplement to Permit No. ANB-863. Without limiting the generality of the foregoing, nothing herein shall be construed as limiting, affecting or changing Permit No. ANB-863 or the Port Authority's right to revoke Permit No. ANB-863 pursuant to Section 2 of the Terms and Conditions or Standard Endorsement No. 28, as amended, or Special Endorsement No. 16 thereof, or pursuant to any

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other provisions thereof, nor shall it be construed as in any way affecting or changing the amount of Gross Receipts attributable to Permit No. ANB-863 for the purpose of computing the privilege fee payable under said Permit.

26. The fact that the Permittee is entitled hereunder to an Interim Monthly Credit, an Interim Annual Credit, a Monthly Credit and an Annual Credit shall not be construed as limiting, affecting or changing any right of the Port Authority hereunder, including without limitation, the Port Authority's right to revoke this Permit.

27. From and after the commencement of the Interim Fee Period, the first paragraph of Standard Endorsement No. 2.2 of the Permit shall be deemed to have been deleted and the following new paragraph shall be deemed inserted in lieu thereof:

"On the twentieth day of the calendar month following the first Interim Monthly Period and on the twentieth day of each and every calendar month thereafter including the month following the last calendar month the Permit shall be in effect, the Permittee shall furnish to the Port Authority a sworn statement showing (i) its Gross Receipts for the preceding calendar month under this Permit and under Permit No. ANB-863 and its cumulative Annual Gross Receipts during the calendar year in which the Interim Monthly Period and/or Monthly Period, as the case shall be, for which the report is made occurs, (ii) the Interim Monthly Credit and/or the Monthly Credit, as the case shall be, and (iii) the method of computation of each of the foregoing. Simultaneously with the furnishing of such statement the Permittee shall pay the privilege fee in an amount equal to the difference obtained (x) by subtracting the Interim Monthly Credit and/or the Monthly Credit, as the case shall be, from the product obtained by multiplying twelve and one-half percent (12-1/2%) by all of the Gross Receipts of the Permittee arising during such preceding calendar month under this Permit, provided, however, that if the permission granted hereby shall expire or be revoked or terminated effective on a date other than the last day of a calendar month, the final payment of the fees shall be due and payable within twenty (20) days of the effective date of expiration, revocation or termination."

28. The Permittee shall furnish to the Port Authority on the twentieth day of the month following the month in which the Completion Date falls a statement of its Cost of the Construction Work which statement shall be certified by a responsible officer of the Permittee and shall contain in detail all the items listed in paragraphs (a)(8)(ii)(aa) and (a)(8)(ii)(bb) of Special Endorsement No. 24 hereof. The Permittee shall permit the Port Authority, by its agents, employees and representatives at all reasonable times during the construction and for a period of two (2) years subsequent to the receipt of the certified statement aforesaid, to examine and audit the books of account of the Permittee which pertain to the Construction Work. If, in the certified statement the Permittee includes any item of cost or

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expense as having been incurred, but which in the opinion of the Port Authority was not so incurred, or which in the opinion of the Port Authority if so incurred is not a cost or expense properly chargeable as part of the Cost of the Construction Work under sound accounting practice consistently applied and in accordance with the provisions hereof, then, within sixty (60) days after the completion of the Port Authority's examination and audit of such statement, the Port Authority shall give written notice to the Permittee stating its objections to the item and the grounds therefor. If the Permittee considers that the Port Authority's objection is wrongfully taken, the Permittee may within sixty (60) days after the Port Authority gives written notice, serve a written notice upon the Port Authority stating the grounds for which it considers the objection to be wrongfully taken. In the event the matter is not resolved between the parties within ninety (90) days thereafter, the Port Authority shall refer the objection, at the Port Authority's expense, to the accountants then designated by the Port Authority for outside audit of the books of the Port Authority, whose decision as to the validity of the objection shall be final.

29. Prior to the execution of this Permit by either party, the following changes were made in the foregoing Terms and Conditions and Standard Endorsements of the Permit and the following substitutions shall be deemed to have been made:

(a) It is hereby understood that the words "machines and other equipment" set forth in Section 13 of the Terms and Conditions of the Permit shall not include automobiles or conveyances owned, operated or used by the Permittee in connection with the Rent a Car Business.

(b) The words "five days" in the penultimate line of the first paragraph of Standard Endorsement No. 16.1 of the Permit shall be deemed deleted and the words "ten days" shall be deemed substituted therefor.

(c) There shall be added immediately after the last sentence of Standard Endorsement No. 28 of the Permit the following:

"It is hereby understood that if only one of the Airports is affected by such strike or other labor activity such revocation shall be effective only as to that Airport where such strike or other labor activity is directed against the Permittee."

It shall be unnecessary to physically indicate the foregoing deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

30. The Permit is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that Schedule G, attached hereto and hereby made a part hereof, is incorporated by reference into the Permit and the Permittee shall comply with its terms and provisions.

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31. The Permittee hereby agrees and understands that if Lease No. AYD-810 is terminated by the Port Authority pursuant to Special Endorsement No. 19 thereof, in addition to any other right of revocation by the Port Authority under this Permit, the Port Authority shall have the right to revoke this Permit and the privilege granted thereunder with cause at any time.

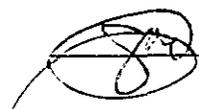
32. The Permittee and the Port Authority have heretofore entered into that certain security agreement bearing Port Authority Agreement No. AX-799 and made as of the 14th day of August 2006 (the "*Security Agreement*"). Without limiting the terms and conditions of the Security Agreement, it is hereby acknowledged that this Permit shall be one of the Agreements covered by the Security Agreement. Further the Permittee agrees that any breach or failure to perform or comply with any of the terms and conditions of the Security Agreement or failure of any banking institution issuing a Letter of Credit, as defined in the Security Agreement, to make one or more payments as provided in such Letter of Credit, shall constitute a material breach of this Permit thereby entitling the Port Authority to immediately exercise any and all rights available to it.

The Port Authority:

Initialed For:



The Permittee:



SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed \$47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is \$750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

- a. Women;
- b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
- e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;
- f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and
- g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the

Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

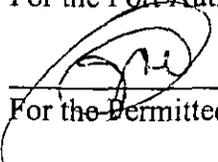
General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

Initialed:



For the Port Authority



For the Permittee

AGREEMENT OF LEASE

between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

ELRAC, LLC

Dated as of October 1, 2009

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

Port Authority Lease No. AYD-810

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made as of October 1, 2009 (the "*Effective Date*") by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**, a body corporate and politic, established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America, and having an office at 225 Park Avenue South, in the Borough of Manhattan, City, County and State of New York (the "*Port Authority*"), and **ELRAC, LLC**, a limited liability company formed under laws of the State of Delaware with an office and place of business at 1802 Petracca Place, Whitestone, New York 11357 (the "*Lessee*"), whose representative is Judson A. Church,

WITNESSETH, That:

The Port Authority and the Lessee, for and in consideration of the rents, covenants and mutual agreements hereinafter contained, hereby covenant and agree as follows:

Section 1. Definitions.

(a) Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in these Terms and Conditions without definition will have the meanings ascribed thereto in the Standard Endorsements to this Lease, as the same may be amended, modified or supplemented from time to time (such meanings to be equally applicable to both the singular and plural forms of the defined terms).

(b) In addition thereto, and unless otherwise indicated or unless the context otherwise requires, the following capitalized terms used in this Lease shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the defined terms):

"*Building No. 69*" shall have the meaning set forth in Section 2 hereof entitled "Letting".

"*Civil Aircraft Operator*" shall mean a Person engaged in civil transportation by aircraft or otherwise operating aircraft for civilian purposes, whether governmental or private. If any such Person is also engaged in the operation of aircraft for military, naval or air force purposes, he or she shall be deemed to be a Civil Aircraft Operator only to the extent that he or she engages in the operation of aircraft for civilian purposes.

"Completion Date" shall have the meaning set forth in paragraph (h) of Section 5 hereof entitled "Construction by the Lessee".

"Construction Application" shall have the meaning set forth in paragraph (b) of Section 5 hereof entitled "Construction by the Lessee".

"Construction Work" shall have the meaning set forth in paragraph (b) of Section 5 hereof entitled "Construction by the Lessee".

"Cost of the Construction Work" shall have the meaning set forth in Section 20 hereof.

"Disposal" shall have the meaning set forth in Section 11 hereof entitled "Environmental Obligations".

"Effective Date" shall have the meaning given such term in the first paragraph hereof.

"Exhibit A" shall have the meaning set forth in Section 2 hereof entitled "Letting".

"Expiration Date" shall mean September 30, 2019.

"Ground Rental" shall have the meaning set forth in Section 4 hereof entitled "Rental".

"Lessee" shall have the meaning given such term in the first paragraph hereof.

"Matter" shall have the meaning set forth in Section 11 hereof entitled "Environmental Obligations".

"Notice" shall have the meaning set forth in Section 10 hereof entitled "Notices".

"Permit No. ANB-863" shall mean the permit issued by the Port Authority to the Lessee dated as of ~~the Effective Date~~ ^{November 1, 2009} and bearing Port Authority No. ANB-863 covering the privilege of conducting the business of renting non-chauffeured automobiles at Newark Liberty International Airport as the same may have been or may be hereafter be supplemented and amended, or any permit or license in substitution thereof. *CC*

"Permit No. AX-821" shall mean the permit issued by the Port Authority to the Lessee dated as of ~~the Effective Date~~ ^{November 1, 2009} and bearing Port Authority No. AX-821 covering the privilege of conducting the business of renting non-chauffeured automobiles at LaGuardia and John F. Kennedy International Airports as the same may have been and may hereafter be supplemented and amended, or any permit or license in substitution thereof. *CC*

"Port Authority" shall have the meaning given such term in the first paragraph hereof.

"Premises" shall have the meaning set forth in Section 2 entitled "Letting".

"Public Landing Area" shall mean the area of land at the Airport including runways, taxiways and the areas between and adjacent to runways and taxiways, designated and made available from time to time by the Port Authority for the landing and taking off of aircraft.

"Schedule E" shall have the meaning set forth in paragraph (d)(17) of Section 5 hereof entitled "Construction by the Lessee".

"Schedule F" shall have the meaning set forth in paragraph (d)(17) of Section 5 hereof entitled "Construction by the Lessee".

"Scheduled Aircraft Operator" shall mean a Civil Aircraft Operator engaged in transportation by aircraft operated wholly or in part on regular flights to and from the Airport in accordance with published schedules; but so long as the Federal Aviation Act of 1958, or any similar federal statute providing for the issuance of Foreign Air Carrier Permits or Certificates of Public Convenience and Necessity or substantially similar permits or certificates, is in effect, no Person shall be deemed to be a Scheduled Aircraft Operator within the meaning of this Agreement unless it also holds such a permit or certificate.

"Security Agreement" shall have the meaning set forth in Section 13 hereof entitled "Security".

"Unamortized Investment" shall have the meaning set forth in Section 20 hereof.

Section 2. Letting.

(a) **Premises.** Subject to and in accordance with the terms and conditions of this Agreement, the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority at the Airport the premises as shown in unshaded stipple on Exhibit A attached hereto and hereby made a part hereof ("**Exhibit A**") and the building shown in shaded stipple and labeled "69" ("**Building No. 69**") on Exhibit A, together with all other buildings, structures, fixtures, improvements and other property of the Port Authority located therein, thereon or thereunder, and all structures, improvements, additions, buildings, installations and facilities located, constructed or installed, or which may be located, constructed or installed therein, thereon or thereunder, and the equipment permanently affixed or permanently located therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems, and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures, and all paving,

drains, culverts, ditches and catch-basins constructed therein, thereon or thereunder as of the Effective Date (all of the foregoing, collectively, the "**Premises**").

(b) Except to the extent required for the performance of any of the obligations of the Lessee hereunder nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the air space above the Premises above the heights of the structures thereon on the Effective Date.

(c) The parties acknowledge that the Premises constitute non-residential real property.

(d) The strip of land as shown in diagonal stippled hatching lying along a portion of the southerly boundary line of the Premises on Exhibit A shall be subject to a right of way for use as a roadway, which use shall be subject to Standard Endorsement No. 8 hereof, to be used jointly by the Lessee and any lessees, sublessees or other occupants or users who pursuant to Port Authority permission may occupy Building No. 66 and associated ground area at the Airport and the rectangular shaped area shown in diagonal hatching on Exhibit A lying along a portion of the northly boundary line of the Premises shall be subject to a right of way for use as a roadway, which use shall be subject to Standard Endorsement No. 8 hereof, to be used jointly by the Lessee and any lessees, sublessees or other occupants or users who pursuant to Port Authority permission may occupy Building No. 67 and associated ground area at the Airport.

Section 3. Term.

The term of the letting under this Agreement shall commence on the Effective Date and shall expire on the Expiration Date, unless sooner terminated in accordance with the terms and provisions of this Agreement.

Section 4. Rental.

(a) Definitions.

For the purposes of the Lease the following terms shall have the respective meanings given below:

(1) "**Adjustment Period**" shall mean, as the context requires, the period commencing on January 1, 2010 and expiring on December 31, 2010 (the "**First Adjustment Period**") and each of the succeeding twelve-month periods beginning on each January 1st thereafter occurring to and including the Expiration Date, provided, however, in the event the Expiration Date is on other than the last day of the Adjustment Period then in such event the last Adjustment Period shall expire on the Expiration Date.

(2) "**CPF**" 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.

(3) “*CPI Percentage Increase*” shall mean the annual percentage increase, if any, in the CPI yielded by dividing 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 the CPI for the earlier of the two Reference Months; as determined by the Port Authority.

(4) “*Ground Rental*” shall mean the rental payable by the Lessee to the Port Authority pursuant to and calculated in accordance with the terms of paragraph (b) of this Section.

(5) “*Reference Month*” shall mean the calendar month of October 2008 (the first Reference Month) and each succeeding calendar month of October thereafter occurring.

(b) *Ground Rental.*

(1) The Port Authority shall ascertain the CPI for the first Reference Month and for each succeeding Reference Month thereafter during the term of this Agreement, after the same have been published, and the Port Authority shall also determine the CPI Percentage Increase.

(i) 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 indices 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 such indices 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 indices as it deems appropriate, provided, however, that the foregoing shall not preclude the Lessee from contesting the Port Authority's selection.

(ii) In the event the CPI is not available for any Reference Month, the Lessee shall continue to pay the rentals established under this Section 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 Lessee hereby agrees to pay to the Port Authority all rentals established under this Section 4 due and owing to the Port Authority on the basis of such retroactive adjustments on demand.

(2) (i) Throughout the term of the letting the Lessee shall pay to the Port Authority a Ground Rental (the “*Ground Rental*”) for the ground area shown in unshaded stipple, diagonal hatched stipple and shaded stipple and as out lined in bolded broken lines on Exhibit A .

(ii) For the period from and including the Effective Date to December 31, 2009, both dates inclusive, the Ground Rental shall be at the rate of ~~Three~~

Four Hundred Twenty-eight Thousand Two Hundred Forty-seven ^{# 428,247.00}
~~Hundred Ninety-nine Thousand Seventy-two Dollars and No Cents (\$399,072.00)~~ per annum
payable in equal monthly installments of ~~Thirty-three Thousand Two Hundred Fifty-six Dollars~~
and ~~No Cents (\$33,256.00)~~, which Ground Rental shall thereafter be increased on an annual
basis as hereinafter set forth during the term of the letting under the Lease.

Twenty Five # 35,687.25

Thirty-five Thousand Six Hundred Eighty-seven

(iii) (aa) Effective on January 1, 2010 the Ground Rental set forth in paragraph (b)(2)(ii) above shall be increased as follows: the Ground Rental set forth in paragraph (b)(2)(ii) above shall be separately multiplied (x) by a percentage composed of $\frac{1}{2}$ of the CPI Percentage Increase as calculated using the two Reference Months immediately preceding January 1, 2010 (that is October 2008 and October 2009) plus 100% and (y) by 104%; and the greater of the amounts so obtained from the foregoing calculations set forth in clauses (x) and (y) shall be and become the Ground Rental in effect for the Adjustment Period commencing on January 1, 2010.

(bb) Effective on January 1, 2011 and on the first day of each Adjustment Period occurring during the remainder of the term of the letting under the Lease, the Ground Rental shall be further increased for each Adjustment Period as follows: the amount of the Ground Rental set forth in paragraph (b)(2)(ii) above as the same shall have been last adjusted under this paragraph (b)(2)(iii), shall be multiplied (x) by a percentage composed of $\frac{1}{2}$ of the CPI Percentage Increase calculated using the two Reference Months immediately preceding the first day of the subject Adjustment Period plus 100% and (y) by 104%; and the greater of the amounts so obtained from the foregoing calculations set forth in clauses (x) and (y) shall be and become the Ground Rental in effect for the Adjustment Period.

(iv) In no event shall any adjustment in the Ground Rental for any change in the CPI result in a decrease in the Ground Rental.

(c) Payment of Ground Rental. The Ground Rental shall be payable by the Lessee in advance in equal monthly installments on the Effective Date and on the first day of each and every calendar month thereafter occurring during the term of the Lease. If the Ground Rental shall be payable for less than a whole calendar year each monthly installment payable during such year shall be equal to one twelfth (1/12th) of said rental and if any installment of such rental shall be payable for less than a full calendar month then the rental payment for the portion of the month for which such payment is due shall be the monthly installment prorated on a daily basis using the actual number of days in the said month.

(d) Abatement. In the event that the Lessee shall at any time by the provisions of this Agreement expressly be entitled to abatement of the rentals for the Premises, then the said abatement shall be computed as follows (it being understood that there shall be no abatement of such rentals under the Lease for any portion of the Premises or any portion of the term except as specifically provided in this paragraph (d).

(1) For each acre of land in the Premises the use of which is denied to the Lessee:

(i) For the portion of the term of the letting under the Lease from the Effective Date through December 31, 2009, both dates inclusive, the Ground Rental shall be abated at the daily rate of \$0.00655 per square foot; and

(ii) For the portion of the term of the letting from and after January 1, 2010 the Ground Rental shall be abated at the daily rate of \$0.00655 as appropriately adjusted to reflect any and all adjustments in the Ground Rental pursuant to paragraph (b) of this Section.

(e) Holding Over . Without in any way limiting the provisions set forth in the Standard Endorsements of this Agreement entitled "Termination by the Port Authority", "Right of Re-entry" and "Survival of the Obligations of the Lessee", unless otherwise notified or consented to by the Port Authority in writing, in the event the Lessee remains in possession of the Premises after the expiration or termination of the term of the letting hereunder, in addition to any damages to which the Port Authority may be entitled under this Agreement or other remedies the Port Authority may have by law or otherwise, the Lessee shall pay to the Port Authority a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that the Lessee shall surrender and completely vacate the Premises at an annual rate equal to twice the sum of the annual rate of Ground Rental in effect on the date of such expiration or termination, plus all other periodic charges payable with respect to the Premises by the Lessee at the rate in effect immediately preceding such date. Nothing herein contained shall give, or be deemed to give, the Lessee any right to remain in possession of the Premises after the expiration or termination of the letting under this Agreement. The Lessee acknowledges that the failure of the Lessee to surrender, vacate and yield up the Premises to the Port Authority on the effective date of such expiration or termination will or may cause the Port Authority injury, damage or loss. The Lessee 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 Lessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

Section 5. Construction by the Lessee.

(a) The Lessee shall perform such work as is necessary or desirable to prepare the Premises for use for the purposes set forth in Section 6 hereof including but not limited to the renovation and rehabilitation of Building No. 69, including without limitation the construction of a car rental customer service office, administrative office space, ADA compliant access, a self contained HVAC system, the construction of new bathrooms, additional lighting and a car wash and prep area that will include a water recycling system. All of the foregoing work set forth in this paragraph (a) shall be constructed by the Lessee on the Premises and off the Premises where required and when constructed on the Premises shall be and become a part of the Premises under the Lease.

(b) (1) Prior to the commencement of any portion of the work described in paragraph (a) above, the Lessee shall submit to the Port Authority for the Port Authority's approval a construction application or applications in the form supplied by the Port Authority

setting forth the work the Lessee desires to perform (which construction application(s) as submitted by the Lessee but not approved by the Port Authority are hereinafter individually called a "**Pending Construction Application**" and collectively called the "**Pending Construction Applications**"). The Pending Construction Applications shall contain such terms and conditions as the Port Authority shall include and shall set forth in detail and by complete plans and specifications the work the Lessee desires to perform and the manner and time periods for performing the same and all other supporting information that the Port Authority shall require (the foregoing construction applications as approved by the Port Authority are hereinafter individually called a "**Construction Application**" and collectively called the "**Construction Applications**" and all of the work as set forth in said Construction Applications as approved by the Port Authority is herein called the "**Construction Work**").

(2) The Lessee shall be responsible at its sole cost and expense for retaining all architectural, engineering and other consultants and services as may be directed by the Port Authority and for developing, completing and submitting the plans and specifications for the proposed work. The plans and specifications to be submitted by the Lessee to the Port Authority shall bear the seal of a qualified architect or professional engineer licensed to practice in the State of New York and shall be in sufficient detail for a contractor to perform the work. The Lessee shall redo and resubmit each Pending Construction Application until approved by the Port Authority. The Lessee shall not commence performance of any work until the Construction Application therefor is approved by the Port Authority. Upon approval of a Pending Construction Application by the Port Authority, the Lessee shall proceed diligently at its sole cost and expense to perform the Construction Work covered by the Construction Application.

(3) Without limiting the generality of the foregoing, the Construction Work as set forth in the Lessee's plans and specifications (all of which shall be in such detail as may reasonably permit the Port Authority to make a determination as to whether the requirements hereinafter referred to are met) shall not:

(i) Be unsafe, unsound, hazardous or improper for the use and occupancy for which it is designed, or

(ii) Not comply with the Port Authority's requirements for harmony of external architecture of similar existing or future improvements at the Airport, or

(iii) Not comply with the Port Authority's requirements with respect to external and interior building materials and finishes of similar existing or future improvements at the Airport, or

(iv) Not provide for sufficient clearances for taxiways, runways and apron areas, or be designed for use for purposes other than those authorized under this Agreement, or set forth ground elevations or heights other than those prescribed by the Port Authority, or

(v) Be designed for use for purposes other than those authorized under the Agreement, or

(vi) Set forth ground elevations or heights other than those prescribed by the Port Authority, or

(vii) Not provide adequate and proper roadways and pedestrian circulation areas, or

(viii) Not comply with the building height limitations in connection with sight line requirements between the existing control tower and the Public Aircraft Facilities at the Airport, or

(ix) Not be at locations or not be oriented in accordance with the Comprehensive Plan, or

(x) Not comply with the provisions of the Basic Lease, including without limiting the generality thereof, the provisions of Section 18 of the Basic Lease providing that the Port Authority will conform to the enactments, ordinances, resolutions and regulations of the City of New York and its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation to the extent that the Port Authority finds it practicable so to do, or

(xi) Permit aircraft to overhang the boundary of the Premises, except when entering or leaving the Premises, or

(xii) Be in violation or contravention of any other provisions and terms of the Lease, or

(xiii) Not comply with all applicable governmental laws, ordinances, enactments, resolutions, regulations, rules and orders, or

(xiv) Not comply with all applicable requirements of the National Board of Fire Underwriters and the Fire Insurance Rating Organization of New York, or

(xv) Not comply with the Port Authority's requirements with respect to landscaping, or

(xvi) Not comply with the Port Authority's requirements and standards with respect to noise, air pollution, water pollution or other types of pollution, or

(xvii) Not comply with the construction limitations set forth in any of the Exhibits, or

(xviii) Without limiting any other term or provision hereof, not comply with the Americans With Disabilities Act of 1990 and all federal rules, regulations and guidelines pertaining thereto, or

(xix) Not comply with the Port Authority's standard design details.

(c) The Lessee agrees that the performance of the design and construction of the Construction Work shall be at the Lessee's sole cost and expense except for the construction credits to be provided to the Lessee pursuant to Permit AX 821 being executed simultaneously herewith and shall be subject to and performed in accordance with all the terms, provisions and conditions of this Lease. Such design and construction of the Construction Work shall, without limiting any other term or provision of this Lease, also be in conformance with design criteria as contained in the Port Authority Tenant Construction Review Manual as the same may be amended from time to time.

(d) Performance of the Construction Work.

All the Construction Work shall be done in accordance with the following terms and conditions:

(1) (i) The Lessee hereby assumes the risk of loss or damage to all of the Construction Work prior to the completion thereof and the risk of loss or damage to all property of the Port Authority and others and the risk of personal injury and death to all persons arising out of or in connection with the performance of the Construction Work including without limitation for all Environmental Requirements and Environmental Damages. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the Construction Work and the property of the Port Authority without cost or expense to the Port Authority. The Lessee shall itself and shall also require its contractors to indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from and against all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the Port Authority) arising or alleged to arise out of the performance of the Construction Work and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, all the foregoing to include without limitation all claims and demands arising out of or in connection with any Hazardous Substance and whether they arise from the acts or omissions of the Lessee, of any contractors of the Lessee, of the Port Authority, or of third persons, or from acts of God or of the public enemy, or otherwise (including claims of the City of New York against the Port Authority pursuant to the provisions of the Basic Lease whereby the Port Authority has agreed to indemnify the City of New York against claims), excepting only claims and demands which result solely from affirmative willful acts done by the Port Authority, its Commissioners, officers, agents and employees with respect to the Construction Work, provided, however, that the Lessee shall not be required to indemnify the Port Authority where indemnity would be precluded pursuant to the provisions of Section 5-322.1 of the General Obligations Law of the State of New York.

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

(2) (i) Prior to engaging or retaining an architect or architects for the Construction Work, the name or names of said architect or architects shall be submitted to the Port Authority for its approval. The Port Authority shall have the right to disapprove any architect who may be unacceptable to it. All the Construction Work shall be done in accordance with the construction application covering the work and the final plans and specifications approved by the Port Authority. All the Construction Work, including workmanship and materials, shall be of first class quality. The Lessee shall redo, replace or construct at its own cost and expense, any Construction Work not done in accordance with the approved plans and specifications, the terms, provisions and conditions of this Lease or any further requirements of the Port Authority.

(ii) The Lessee agrees to expend approximately Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00) on the Cost of the Construction Work, as defined in Section 20 hereof, and shall complete the Construction Work by no later than twelve months from the Effective Date.

(3) (i) Prior to entering into a contract for any part of the Construction Work, the Lessee shall submit to the Port Authority for its approval the names of the contractors to whom the Lessee proposes to award said contracts. The Lessee shall include in all such contracts such provisions and conditions as may be reasonably required by the Port Authority. Without limiting the generality of the foregoing all of the Lessee's construction contracts shall provide as follows: "If (i) the Contractor fails to perform any of his obligations under the Contract, including his obligation to the Lessee to pay any claims lawfully made against him by any materialman, subcontractor or workman or other third person which arises out of or in connection with the performance of the Contract or (ii) any claim (just or unjust) which arises out of or in connection with the Contract is made against the Lessee or (iii) any subcontractor under the Contract fails to pay any claims lawfully made against him by any materialman, subcontractor, workman or other third persons which arise out of or in connection with the Contract or if in the Lessee's opinion any of the aforesaid contingencies is likely to arise, then the Lessee shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payments have already been certified as due) such sums as the Lessee may deem amply to protect it against delay or loss or to assume the payment of just claims of third persons, and to apply such sums in such manner as the Lessee may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Lessee to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Lessee does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Lessee to withhold and apply monies nor any exercise, or attempted exercise of, or omission to exercise such rights by the Lessee shall create any obligation of any kind to such materialmen, subcontractors, workmen or other third persons. Until actual payment is made to the Contractor,

his right to any amount to be paid under the Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the Lessee under this provision.”

(ii) The Lessee shall file with the Port Authority a copy of its contracts with its contractors prior to the start of the Construction Work.

(4) The Lessee shall furnish or require its architect to furnish a full time resident engineer during the construction period. The Lessee shall require certification by a licensed engineer of all pile driving data and of all controlled concrete work and such other certifications as may be requested by the Port Authority from time to time. The Lessee shall submit all certifications and logs to the Port Authority's Resident Engineer.

(5) The Lessee agrees to be solely responsible for any plans and specifications used by it and for any loss or damages resulting from the use thereof, notwithstanding the same have been approved by the Port Authority and notwithstanding the incorporation therein of Port Authority recommendations or requirements. Notwithstanding the requirement for approval by the Port Authority of the contracts to be entered into by the Lessee or the incorporation therein of Port Authority requirements or recommendations, and notwithstanding any rights the Port Authority may have reserved to itself hereunder, the Port Authority shall have no liabilities or obligations of any kind to any contractors engaged by the Lessee or for any other matter in connection therewith and the Lessee hereby releases and discharges the Port Authority, its Commissioners, officers, representatives and employees of and from any and all liability, claims for damages or losses of any kind, whether legal or equitable, or from any action or cause of action arising or alleged to arise out of the performance of any of the Construction Work pursuant to the contracts between the Lessee and its contractors. Any warranties contained in any construction contract entered into by the Lessee for the performance of the Construction Work hereunder shall be for the benefit of the Port Authority as well as the Lessee, and the contract shall so provide.

(6) The Port Authority shall have the right, through its duly designated representatives, to inspect the Construction Work and the plans and specifications thereof, at any and all reasonable times during the progress thereof and from time to time, in its discretion, to take samples and perform testing in any part of the Construction Work.

(7) The Lessee agrees that it shall deliver to the Port Authority two (2) sets of “as built” drawings of the Construction Work on an electronic CADD data file on a CD Rom in a format to be designated by the Port Authority, all of which shall conform to the specifications of the Port Authority (the receipt of a copy of said specifications prior to the Effective Date being hereby acknowledged by the Lessee), and all engineering reports, engineering analysis, boring logs, survey information and engineering design calculations and operation and maintenance manuals in a comprehensive, coordinated package. The Lessee shall, during the term of the Lease, keep said digital electronic files of drawings and said electronic CADD data files current showing thereon any changes or modifications which may be made. (No changes or modifications shall be made without prior Port Authority consent.)

(8) The Lessee shall, if requested by the Port Authority or otherwise required by applicable law, take all reasonable measures to prevent erosion of the soil and the blowing of sand during the performance of the Construction Work, including but not limited to the fencing of the Premises or portions thereof or other areas and the covering of open areas with asphaltic emulsion or similar materials as the Port Authority may direct.

(9) (i) Without limiting the generality of any other term or condition of this Lease, title to any soil, dirt, sand, asbestos or other material on the Premises or the Airport removed or excavated by the Lessee during the course of the Construction Work (all the foregoing being hereinafter called the "**Removed Material**") and not used at the Premises shall vest in the Lessee upon the removal or excavation thereof and all such Removed Material shall be delivered and deposited by the Lessee at the Lessee's sole cost and expense to a location off the Airport in accordance with the terms and conditions of this Lease, including without limitation this Section 5 and all applicable Environmental Requirements (including, if required, disposal of asbestos in a long-term disposal facility at the Lessee's sole cost and expense) and all in a manner satisfactory to the Port Authority. The entire proceeds, if any, of the sale or other disposition of the Removed Material shall belong to the Lessee.

(ii) Promptly upon final disposition of any Hazardous Substance from the Airport in the performance of the Construction Work, the Lessee shall submit to the Port Authority a "Certification of Final Disposal" stating the type and amount of material disposed, the method of disposal and the owner and location of the disposal facility. The format of such certification shall follow the requirements, if any, of governmental agencies having jurisdiction as if the Port Authority were a private organization and the name of the Port Authority shall not appear on any certificate or other document as a generator or owner of such material.

(iii) In the event any Hazardous Substance is discovered in the performance of the Construction Work, the Lessee in reporting such Hazardous Substance shall direct such report to the attention of such individual at the subject governmental authority as the General Manager of the Airport shall require in order to assure consistency in the environmental management of the Airport.

(10) (i) The Lessee in its own name as insured and also including the Port Authority and the City of New York as additional insureds, including without limitation for both premises-operations and products-completed operations, shall procure and maintain Commercial General Liability Insurance, including but not limited to broad form property damage liability, completed operations for a minimum of three (3) years after the Completion Date, explosion, collapse and underground property damages, bodily injury (including death) and independent contractors, none of the foregoing to contain care, custody or control exclusions, in not less than the minimum limit set forth below, and with a contractual liability endorsement covering the obligations assumed by the Lessee pursuant to subparagraphs (1) and (5) of this paragraph (d) and the obligations required of the Lessee's contractors pursuant to subparagraph (1) of this paragraph (d), and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and automatically covering newly acquired vehicles in not less than the minimum limit set forth below, and such other insurance as the Port Authority may require in

connection with the performance of the Construction Work. The Lessee may provide such insurance by requiring each contractor engaged by it for the Construction Work to procure and maintain such insurance including such contractual liability endorsement, said insurance, whether procured by the Lessee or by a contractor engaged by it as aforesaid, 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 Lessee 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 not be limited to the obligations of the Lessee and of its contractors pursuant to subparagraph (d)(1) of this Section but shall cover all claims and demands of third parties (including employees, officers and agents of the Port Authority) arising or alleged to arise out of or in connection with the performance of the Construction Work and for the defense of all such claims and demands. In addition, the said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority, and shall also provide or contain an endorsement providing that the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Lessee shall be the same as the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person as if the Port Authority were the named insured thereunder, but such provision or endorsement shall not limit, vary or affect the protections afforded the Port Authority thereunder as an additional insured. In addition, each of the said policy or policies of insurance shall be endorsed to state they are primary in relation to any insurance carried or maintained by the Port Authority, including without limitation, any self-insurance, regardless of type. All the foregoing insurance requirements shall be in addition to all policies of insurance otherwise required by the Lease.

Minimum Limits

Commercial General Liability Combined single limit per occurrence for death, bodily injury and property damage liability:	\$10,000,000.00
Commercial Automobile Liability (covering owned, non-owned and hired vehicles) Combined single limit per occurrence or death, bodily injury and property damage liability:	\$5,000,000.00

(ii) Without limiting the provisions hereof, in the event the Lessee 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.

(iii) The Lessee shall also procure and maintain in effect, or cause to be procured and maintained in effect, Workers' Compensation Insurance and Employer's Liability Insurance in accordance with and as required by law and including coverage for asbestos exposure.

(iv) The insurance required hereunder in this subparagraph (10) shall be maintained in effect during the performance of the Construction Work and a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority at least fifteen (15) days prior to the commencement of the Construction Work or any portion thereof. 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. Each copy, certificate and binder delivered by the Lessee to the Port Authority pursuant to the foregoing shall bear the endorsement of or be accompanied by evidence of payment of the premium thereof and, also, contain a valid provision or endorsement that the policy may not be canceled or terminated without giving thirty (30) days' written advance notice thereof to the Port Authority and the City of New York and that the policy may not be changed or modified in any way that would affect the Port Authority or the City of New York without giving thirty (30) days' written advance notice thereof to the Port Authority and the City of New York. Each such copy and each such certificate with respect to the insurance required under this subparagraph (10) 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 or certificate shall be delivered to the Port Authority prior to the expiration of each expiring policy. The aforesaid policies of 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, substance or limits or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

(11) (i) The Lessee shall procure and maintain Builder's Risk (All Risk) Completed Value Insurance covering the Construction Work during the performance thereof including material delivered to the Premises or the construction site but not attached to the realty under the same policy required by Section 12 hereof. Such insurance shall be in compliance with and subject to the applicable provisions of Section 12 of the Lease entitled "Insurance" and shall name the Port Authority, the City of New York and the Lessee and its contractors and subcontractors as insureds as their interests may appear and such policy shall provide that the loss shall be adjusted with and payable to the Lessee. The Lessee may provide such insurance by requiring the general contractor engaged by it for the Construction Work to procure and maintain such insurance. Such proceeds shall be used by the Lessee for the repair, replacement or rebuilding of the Construction Work and any excess shall be paid over to the Port Authority. The policies or certificates representing insurance covered by this subparagraph (11)

shall be delivered by the Lessee to the Port Authority at least fifteen (15) days prior to the commencement of construction of the Construction Work or any portion thereof, and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereof and also contain a valid provision obligating the insurance company to furnish the Port Authority and the City of New York thirty (30) days' advance notice of the cancellation or termination of the insurance evidenced by said policy or certificate and thirty (30) days' advance notice of any change or modification of the insurance evidenced by said policy or certificate that would in any way affect the Port Authority or the City of New York. Renewal policies or certificates shall be delivered to the Port Authority at least ten (10) days before the expiration of the insurance which such policies are to renew.

(ii) The insurance covered by this subparagraph (11) shall be written by companies approved by the Port Authority, the Port Authority covenanting and 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 the form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority covenanting and agreeing not to act unreasonably hereunder. If at any time the Port Authority so requests, a certified copy of each of the said policies shall be delivered to the Port Authority.

(12) The Lessee shall pay to the Port Authority all fees and charges that are in effect in connection with the Port Authority's review and approval of the plans and specifications submitted by the Lessee pursuant to this Section.

(13) The Lessee shall prior to the commencement of construction of the Construction Work and at all times during such construction submit to the Port Authority all engineering studies and environmental test results with respect to the Construction Work and samples of construction materials as may be required at any time and from time to time by the Port Authority.

(14) The Lessee shall at the time of submitting its construction application(s) to the Port Authority as provided in paragraph (b) hereof submit to the Port Authority its forecasts of the number of people who will be working at various times during the term of the Lease at the Premises, the expected utility demands of the Premises, noise profiles and such other information as the Port Authority may require. The Lessee shall continue to submit its latest forecasts and such other information as may be required as aforesaid as the Port Authority shall from time to time and at any time request.

(15) The Lessee shall comply with all the terms and provisions of each approved construction application. In the event of any inconsistency between the terms of any construction application and the terms of this Lease, the terms of this Lease shall prevail and control. No approval nor anything contained in any approval granted by the Port Authority in connection with the Construction Work shall constitute a determination or indication by the Port Authority that the Lessee has complied with the applicable governmental laws, ordinances, enactments, resolutions, rules and orders, including but not limited those of the City of New York, which may pertain to the work to be performed.

(16) Nothing contained in this Lease shall grant or be deemed to grant any contractor, architect, supplier, subcontractor or any other Person engaged by the Lessee or any of its contractors in the performance of any part of the Construction Work any right of action or claim against the Port Authority, its Commissioners, officers, agents and employees with respect to any work any of them may do in connection with the Construction Work. Nothing contained herein shall create or be deemed to create any relationship between the Port Authority and any such contractor, architect, supplier, subcontractor or any other Person engaged by the Lessee or any of its contractors in the performance of any part of the Construction Work and the Port Authority shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials purchased in connection with the Construction Work.

(17) (i) Without limiting any other terms, provisions and conditions of the Lease, the Lessee understands and agrees that it shall put into effect prior to the commencement of any of the Construction Work an affirmative action program and Minority Business Enterprise (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of Schedule E attached hereto and hereby made a part hereof (hereinafter "*Schedule E*"); as used in Schedule E the term "construction work" shall apply to the Construction Work. The provisions of said Schedule E shall be applicable to the Lessee's contractor or contractors and subcontractors at any tier of construction as well as to the Lessee itself and the Lessee shall include the provisions of said Schedule E within all of its construction contracts so as to make said provisions and undertakings the direct obligation of the construction contractor or contractors and subcontractors at any tier of construction. The Lessee shall and shall require its said contractor, contractors and subcontractors to furnish to the Port Authority such data, including but not limited to compliance reports relating to the operation and implementation of the affirmative action, MBE and WBE programs called for hereunder as the Port Authority may request at any time and from time to time regarding the affirmative action, MBE and WBE programs of the Lessee and its contractor, contractors, and subcontractors at any tier of construction, and the Lessee shall and shall also require that its contractor, contractors and subcontractors at any tier of construction make and put into effect such modifications and additions thereto as may be directed by the Port Authority pursuant to the provisions hereof and said Schedule E to effectuate the goals of affirmative action and MBE and WBE programs.

(ii) In addition to and without limiting any terms and provisions of this Lease, the Lessee shall provide in its contracts and all subcontracts covering the Construction Work or any portion thereof, that:

(aa) The contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeships and on-the-job training;

(bb) At the request of either the Port Authority or the Lessee, the contractor shall request such employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the Lessee to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder;

(cc) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of the contract, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status;

(dd) The contractor will include the provisions of subparagraphs (17)(aa) through (17)(cc) of this paragraph (d) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with the contract;

(ee) "Contractor" as used herein shall include each contractor and subcontractor at any tier of construction.

(iii) The Lessee in the performance of the Construction Work shall commit itself to and use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with and as set forth the schedule attached hereto, hereby made a part hereof and marked "Schedule F" (hereinafter "*Schedule F*").

(18) The Lessee shall not commence the Construction Work unless and until the construction applications and plans and specifications for the Construction Work have been approved by the Port Authority and the Lessee has met with the General Manager of the Airport and has given him at least 72 hours advance notice of its intention to perform such Construction Work. Scheduling of the Construction Work shall be coordinated with the General Manager of the Airport or his duly authorized representative. In addition, the Lessee in its performance of the Construction Work shall coordinate the Construction Work with any work being performed or to be performed by the Port Authority or its contractors, and the Lessee shall require that its contractors involved in the performance of the Construction Work cooperate with the Port Authority and the contractors of the Port Authority engaged in the performance of any such work.

(19) In connection with the performance of the Construction Work the Lessee shall be responsible for identifying the location of all utilities and shall prior to the commencement of any of the Construction Work coordinate the Construction Work with the New York City and Long Island One Call toll free information service (1-800-272-4480) and ascertain the location of underground utilities, if any, at the Premises and off the Premises in the vicinity where any of the Construction Work is to be performed. The Lessee shall provide the Port Authority with the written evidence of such coordination.

(20) In the performance of the Construction Work the Lessee shall not employ any contractor nor shall the Lessee or any of its contractors employ any Persons or use or have any equipment or materials or allow any condition to exist if any such shall or, in the opinion of the Port Authority, may cause or be conducive to any labor troubles at the Airport which interfere, or in the opinion of the Port Authority are likely to interfere with the operations of others at the Airport or with the progress of other construction work thereat. The determinations of the Port Authority shall be conclusive to the Lessee. Upon notice from the Port Authority, the Lessee shall immediately remove such contractor or withdraw or cause its contractors to withdraw from the Airport, the Persons, equipment or materials specified in the notice and replace them with unobjectionable contractors, Persons, equipment and materials and the Lessee shall or shall cause its contractor to immediately rectify any condition specified in the notice. In the event of failure by the Lessee or any of its contractors to immediately comply with the requirements of this subparagraph (whether or not such failure is due to the Lessee's fault), the Port Authority shall have the right to suspend the Lessee's right to perform the Construction Work without prior notice; when the labor troubles shall be so settled that such interferences or the danger thereof no longer exists, the Port Authority, by notice to the Lessee, shall reinstate said right on all the same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the Person involved or their employment status, if any.

(e) Commencement of Construction Work and Assignment of Port Authority Field Engineer.

The Port Authority may assign to the Construction Work a full time field engineer or engineers during any time that any Construction Work is being performed pursuant to this Section. The Lessee shall pay to the Port Authority for the services of said engineer or engineers, the sum of Eight Hundred Forty Dollars and No Cents (\$840.00) per engineer for each day or part thereof that the engineer or engineers are so assigned during the calendar year 2009; and for each and every calendar year thereafter, the rate that the Port Authority shall charge other lessees at the Airport for the services of such engineer or engineers during such calendar year for each day or part thereof that the engineer or engineers are so assigned for such calendar year, provided, however, and notwithstanding the foregoing, in the event any such field engineer shall be so assigned for a half-day or less, then the rate the Lessee shall pay to the Port Authority for such day for such engineer shall be equal to one half of the applicable daily rate set forth above for such engineer. Nothing contained herein shall affect any of the provisions of paragraph (i) hereof or the rights of the Port Authority thereunder.

(f) Additional Environmental Requirements.

(1) The Construction Work shall be constructed in such a manner that there will be at all times a minimum of air pollution, water pollution or any other type of pollution and a minimum of noise emanating from, arising out of or resulting from the operation, use or maintenance of the Premises by the Lessee and from the operations of the Lessee under this Agreement. Accordingly, and in addition to all other obligations imposed on the Lessee under this Agreement and without diminishing, limiting, modifying or affecting any of the same,

the Lessee shall be obligated to construct as part of the Construction Work hereunder such structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the foregoing and each of the foregoing shall be and become a part of the Construction Work hereunder.

(2) Notwithstanding the provisions of subparagraph (1) above and in addition thereto, the Port Authority hereby reserves the right from time to time and at any time during the term of the Lease to require the Lessee, subsequent to the completion of the Construction Work to design and construct at its sole cost and expense such further reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives as set forth in the first sentence of subparagraph (1) hereof. All locations, the manner, type and method of construction and the size of any of the foregoing shall be determined by the Port Authority. The Lessee shall submit for Port Authority approval its plans and specifications covering the required work and upon receiving such approval shall proceed diligently to construct the same. All other provisions of this Section with respect to the Construction Work shall apply and pertain with like effect to any work which the Lessee is obligated to perform pursuant to this paragraph (f) and upon completion of each portion of such work, if the same is performed on the Premises, it shall be and become a part of the Premises.

(g) Title to Construction Work.

Title to all the Construction Work shall pass to the City of New York as the same or any part thereof is erected, constructed or installed and the same shall be and become a part of the Premises hereunder if located on the Premises. The foregoing provisions of this paragraph (g) shall not affect the risks and obligations assumed by the Lessee hereunder nor release the Lessee from the performance of its rebuilding and restoration obligations set forth in this Section 5.

(h) Completion of the Construction Work.

When the Construction Work is completed and ready for use, the Lessee shall deliver to the Port Authority a certificate signed by an authorized officer of the Lessee and also signed by the Lessee's architect or engineer licensed to practice in the State of New York certifying that such Construction Work has been constructed in accordance with the approved construction application and plans and specifications and the provisions of the Lease and in compliance with all applicable laws, ordinances and governmental rules, regulations, directives and orders. Thereafter the Construction Work will be inspected by the Port Authority and if the same has been completed as certified by the Lessee and the Lessee's licensed architect or engineer, as aforesaid, a certificate to such effect shall be delivered to the Lessee, subject to the condition that all risks thereafter with respect to the construction and installation of the same and any liability therefor for negligence or other reason shall be borne by the Lessee. The Lessee shall not use or permit the use of the Construction Work for the purposes set forth in the Lease until such certificate is received from the Port Authority, and the Lessee shall not use or permit the use of the Construction Work or any portion thereof even if such certificate is received if the Port Authority states in any such certificate that the same cannot be used until other specified portions are completed. The term "**Completion Date**" for the purposes of the Lease shall mean

the date appearing on the certificate issued by the Port Authority pursuant to this paragraph (h) after the substantial completion of the Construction Work.

(i) Provisional Approvals.

The Lessee may wish to commence construction of portions of the Construction Work prior to the approval by the Port Authority of its complete plans and specifications for the same as required in this Section and if the Lessee does so wish, the Lessee shall submit a written request to the Port Authority setting forth the work it proposes to then do. The Port Authority shall have full and complete discretion as to whether or not to permit the Lessee to proceed with said work. If the Port Authority has no objection to the Lessee's proceeding with the work, it shall do so by writing a letter to the Lessee to such effect. If the Lessee performs the work covered by said letter, it agrees all such work shall be performed subject to and in accordance with all of the provisions of the approval letter and subject to and in accordance with the following terms and conditions:

(1) The performance by the Lessee of the work covered by any request as aforesaid will be at its sole risk. Until the complete plans and specifications for the Construction Work have been approved by the Port Authority or if the approval thereof calls for modifications or changes in the work undertaken by the Lessee under any approval granted by the Port Authority pursuant to this paragraph (i), the Lessee will, as directed by the Port Authority, at the Lessee's sole cost and expense, either restore the area affected to the condition existing prior to the commencement of any such work or make such modifications and changes in any such work as may be required by the Port Authority.

(2) Nothing contained in any approval hereunder shall constitute a determination or indication by the Port Authority that the Lessee has complied with the applicable governmental laws, ordinances, enactments, resolutions, rules and orders, including but not limited to those of the City of New York, which may pertain to the work to be performed.

(3) The approved work will be performed in accordance with and subject to the terms, conditions, indemnities and provisions of the Lease covering the Construction Work and with the terms, conditions, indemnities and provisions of any construction application which the Port Authority may request the Lessee to submit even though such construction application may not have, at the time of the approval under this paragraph (i), been approved by the Port Authority.

(4) No work under any such approval shall affect or limit the obligations of the Lessee under all prior approvals with respect to its construction of the Construction Work.

(5) The Lessee shall comply with all requirements, stipulations and provisions as may be set forth in the letter of approval.

(6) In the event that the Lessee shall at any time during the construction of any portion of the Construction Work under the approval granted by the Port

Authority pursuant to this paragraph (i) fail, in the opinion of the General Manager of the Airport, to comply with all of the provisions of the Lease with respect to such work, the construction application or the approval letter covering the same or be, in the opinion of the said General Manager of the Airport, in breach of any of the provisions of the Lease, the construction application or the approval letter covering the same, the Port Authority shall have the right, acting through said General Manager of the Airport, to cause the Lessee to cease all or such part of the Construction Work as is being performed in violation of the Lease, the construction application or the approval letter. Upon such written direction from the General Manager of the Airport the Lessee shall promptly cease construction of the portion of the Construction Work specified. The Lessee shall thereupon submit to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the Construction Work that has been or is to be performed so that the same will comply with the provisions of this Lease, the construction application and the approval letter covering the Construction Work. The Lessee shall not commence construction of the portion of the Construction Work that has been halted until such written approval has been received.

(7) It is hereby expressly understood and agreed that neither the Resident Engineer nor the field engineer(s) mentioned in paragraph (e) above has any authority to approve any plans and specifications of the Lessee with respect to the Construction Work, to approve the construction by the Lessee of any portion of the Construction Work or to agree to any variation by the Lessee from compliance with the terms of the Lease, or the construction application or the approval letter with respect to the Construction Work. Notwithstanding the foregoing, should the Resident Engineer or any field engineer give any directions or approvals with respect to the Lessee's performance of any portion of the Construction Work which are contrary to the provisions of the Lease, the construction application or the approval letter, said directions or approvals shall not affect the obligations of the Lessee as set forth herein nor release or relieve the Lessee from strict compliance therewith.

(8) It is hereby further understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of the Construction Work by the Lessee and the rights granted to the Port Authority hereunder shall not create or be deemed to create such a duty or obligation. Accordingly, the fact that the General Manager of the Airport has not exercised the Port Authority's right to require the Lessee to cease its construction of all or any part of the Construction Work shall not be or be deemed to be an agreement or acknowledgment on the part of the Port Authority that the Lessee has in fact performed such portion of the Construction Work in accordance with the terms of the Lease, the construction application or the approval letter nor shall such fact be or be deemed to be a waiver by the Port Authority from the requirement of strict compliance by the Lessee with the provisions of the Lease, the construction application and the approval letter with respect to such work.

(9) Without limiting the discretion of the Port Authority hereunder, the Port Authority hereby specifically advises the Lessee that even if the Port Authority hereafter in the exercise of its discretion wishes to grant approvals under this paragraph (i), it may be unable to do so, so as to permit the Lessee to continue work without interruption following its completion of the work covered by any prior approval hereunder. The Lessee hereby

acknowledges that if it commences work pursuant to this paragraph (i) it shall do so with full knowledge that there may not be continuity by it in the performance of its Construction Work under the procedures of this paragraph (i).

(10) No prior approval of any work in connection with the Construction Work shall create or be deemed to create any obligation on the part of the Port Authority to permit subsequent work to be performed in connection therewith prior to the approval by the Port Authority of the Lessee's complete plans and specifications therefor. It is understood that no such prior approval shall release or relieve the Lessee from its obligation to submit complete plans and specifications for the Construction Work and to obtain the Port Authority's approval of the same as set forth in paragraph (c) hereof. It is further understood that in the event the Lessee elects not to continue to seek further approval letter(s) pursuant to this paragraph (i), the Port Authority shall have the right to suspend the obligations of the Lessee to restore the area with respect to the Construction Work and to make modifications and changes to the Construction Work as set forth in subparagraph (1) above until the Port Authority shall have approved the complete plans and specifications for the Construction Work in accordance with paragraph (c) hereof.

Section 6. Use of Premises.

(a) Permitted Use. The Lessee, in connection with its Rent a Car Business (as such term is defined in Permit No. AX-821) at the Airports under Permit No. AX-821, may use the Premises for the following purposes only and for no other purpose whatsoever:

(1) As to the paved portions of the premises:

(i) Subject to the provisions of paragraph (a)(5) of this Section, for the parking, dispatching, short term storage, receiving and removal of motor vehicles operated or used by the Lessee in connection with its Rent a Car Business;

(ii) For the parking of automobiles operated by the officers, employees and business visitors of the Lessee and of motor vehicles operated or used by the Lessee in connection with its Rent a Car Business; and

(iii) Subject to the provisions of paragraph (a)(5) of this Section, for the processing of motor vehicles to be used by the Lessee in connection with its Rent a Car Business and for the disposal of vehicles motor vehicles operated or used by the Lessee in connection with its Rent a Car Business.

(2) With respect to Building No. 69:

(i) For a business, operations, dispatch, administrative and sales office in connection with its Rent a Car Business, and for the delivering to and returning by the public of the Lessee's automobiles.

(ii) For the maintenance, repair, servicing, cleaning and storage of motor vehicles and parts, supplies and other personal property operated or used by the Lessee in connection with its Rent a Car Business; and

(iii) For the storage and dispensing of lubricants, parts or supplies to the extent reasonably necessary for normal use in the operation of the Lessee's business, provided that nothing herein contained shall be construed to permit the sale of lubricants, parts or supplies to Persons other than the Lessee's customers pursuant to a rental agreement, the sale of any of the aforementioned to such other persons being expressly prohibited;

(3) As to the unpaved portions of the Premises, for appropriate landscaping purposes.

(4) For any other purpose or activity for which the Port Authority, in writing, authorizes the Premises to be used.

(5) The Lessee agrees that it shall not use the Premises or any part thereof for the dead storage of motor vehicles or other personal property, or for the retail sale of motor vehicles, and such storage and retail sale is hereby expressly prohibited.

(b) Safe Use. Without limiting any obligation of the Lessee to commence operations hereunder at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the Premises will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the Lessee's operations hereunder so that there is possibility of injury or damage to life or property.

Section 7. Schedule A, Schedule E and Schedule F.

The Lessee and the Port Authority hereby agree to all the terms, covenants and conditions set forth in the terms, covenants and conditions of the Standard Endorsements attached hereto, hereby made a part hereof and marked "Schedule A" (herein "Schedule A"); and to all the terms, covenants and conditions set forth in Schedule E; and to all the terms, covenants and conditions set forth in Schedule F. All the provisions of Schedule A, Schedule E and Schedule F shall have the same force and effect as if set forth in full herein as part of these Terms and Conditions.

Section 8. Indemnity and Liability Insurance.

(a) Indemnification.

(i) The Lessee 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 expenses, whether those of the Port Authority's Law Department or otherwise, 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 a breach or default of any term or provision of this Agreement, or out of the use or occupancy of the Premises by the Lessee or by others with its consent, or out of any other acts or omissions of the Lessee, its officers, employees, guests, representatives, customers, contractors, invitees or business visitors on the Premises, or arising out of the acts or omissions of the Lessee, its officers and employees elsewhere at the Airport, including claims and demands of the City of New York from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or through agreement of the Port Authority with the said City.

(ii) If so directed, the Lessee 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.

(b) Liability Insurance.

(i) In addition to the obligations set forth in paragraph (a) of this Section and all other insurance required under this Agreement, the Lessee during the term of this Agreement in its own name as insured and including the Port Authority and the City of New York as additional insureds, including without limitation for premises-operations and completed operations, shall maintain and pay the premiums on a policy or policies of (x) Commercial General Liability Insurance, including premises-operations, completed operations, and 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, and (y) Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and automatically covering newly acquired vehicles in not less than the minimum limit set forth below. Each policy of insurance shall also provide or contain an endorsement providing that the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and any claim or action against the Port Authority by the Lessee as though the Port Authority were a named insured, but such endorsement shall not limit, vary, change or affect the protection afforded the Port Authority thereunder as an additional insured. In addition, each policy of Commercial General Liability Insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Lessee under paragraph (a) hereof.

Minimum Limits

Commercial General Liability	
Combined single limit per occurrence for death, bodily injury and property damage liability:	\$3,000,000.00

Commercial Automobile Liability
(covering owned, non-owned and
hired vehicles)

Combined single limit per occurrence
for death, bodily injury and property
damage liability: \$5,000,000.00

(ii) Without limiting the provisions hereof, in the event the Lessee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority and the City of New York shall be included therein as an additional insured to the full extent of all such insurance in accordance with the terms and provisions hereof.

(iii) Notwithstanding the foregoing, it is specifically understood and agreed that the Port Authority shall have the right upon notice to the Lessee given from time to time and at any time to require the Lessee to increase any or all of the foregoing limits to commercially reasonable amounts and the Lessee shall promptly comply therewith and shall promptly submit a certificate or certificates evidencing the same to the Port Authority.

(iv) As to the insurance required by the provisions of this Section, a certified copy of each policy or a certificate evidencing the existence thereof, or a binder, shall be delivered to the Port Authority on or before the Effective Date. 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. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving fifteen (15) 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 fifteen (15) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of this 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 the form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be made available by the Lessee to the Port Authority for inspection and reproduction at an office of the Lessee within the Port of New York District.

Section 9. Survival of the Obligations of the Lessee.

(a) Obligations Survive Termination. In the event that the letting shall have been terminated in accordance with a notice of termination as provided in the Standard Endorsement No. 19 hereof entitled "Termination by the Port Authority", or the interest of the Lessee canceled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the Premises in accordance with the provisions of the Standard Endorsement No. 21 hereof entitled "Rights of Re-entry", then all the obligations of the Lessee under this Agreement shall survive such termination or cancellation, or re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term or the letting under this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. The Port Authority may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term.

(b) Amount of Damages for Rentals. The amount of damages for rentals for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) shall be the sum of the following:

(i) The amount of the total of all annual Ground Rentals less the installments thereof payable prior to the effective date of termination, except that the credit to be allowed for the installments payable on the first day of the month in which the termination is effective shall be prorated for the part of the month the letting remains in effect on the basis of the actual number of days in said month;

(ii) On account of the Lessee's obligations to pay fifty percent (50%) of the Port Authority's Cost of the Exit Baseline set forth in Section 11 hereof, an amount equal to fifty percent (50%) of the Port Authority's Cost of the Exit Baseline, less the amount thereof payable prior to the effective date of termination; and

(iii) An amount equal to all expenses reasonably incurred by the Port Authority in connection with such termination, cancellation, re-entry, regaining or resumption of possession, the restoration of the Premises (on failure of the Lessee to restore), the reletting of the Premises, the care and maintenance of the Premises during any period of vacancy of the Premises, the foregoing to include without limitation legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), brokerage fees and commissions, repairing and altering the Premises and putting the Premises in order (such as but not limited to cleaning and decorating the Premises).

(c) Notwithstanding anything to the contrary herein contained, all of the obligations of the Lessee under this Lease with respect to Environmental Damages and Environmental Requirements shall survive the expiration or termination of this Agreement.

Section 10. Notices.

(a) Notices to be in Writing. 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 (each, a "**Notice**") shall be in writing, and each Notice 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 certified or registered mail.

(b) Designated Representative. The Lessee 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 may be served. Until further Notice, the Port Authority hereby designates its Executive Director, and the Lessee designates its Airport Market Manager as their respective officers upon whom Notices may be served, and the Port Authority designates its office at 225 Park Avenue South, New York, New York 10003, and the Lessee designates its office at Newark Liberty International Airport, Building 25, Newark, New Jersey 07114, as their respective offices where Notices may be served.

(c) When Notices Deemed Given. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the certified or registered mailing thereof.

Section 11. Environmental Obligations.

(a) For the purposes of this Lease, the following terms shall have the respective meaning provided below:

(1) "**Analyzed Item**" shall mean with respect to the ground water each of and "**Analyzed Items**" shall mean with respect to the ground water all of the constituents for which the ground water samples described in Exhibit 11.1 were tested and "**Analyzed Item**" shall mean with respect to soil each of and "**Analyzed Items**" shall mean with respect to soil all of the constituents for which the soil samples described in Exhibit 11.1 were tested.

(2) "**Condition Exceptions**" shall mean the following:

(i) The remediation or removal of the Existing Condition;

(ii) The remediation or removal of Hazardous Substances in the soil or ground water in, on or under the Premises caused by the sole acts or omissions of the Port Authority on or after the Effective Date; and

(iii) Fines and penalties arising out of the Existing Condition if the fines and penalties are imposed due to the failure to have remediated or removed the Existing Condition, provided, however, only if the Lessee has not in any manner obstructed or interfered with the performance of the remediation or removal of the Existing Condition.

(3) "**Exhibit 11.1**" shall mean the Initial Environmental Report and all Remediation Completion Reports, if any.

(4) "**Existing Condition**" shall mean the levels of Analyzed Items in the soil and ground water for all portions of the Premises as derived by applying the methodology set forth in paragraph (j) below to the test results in Exhibit 11.1.

(5) "**Initial Environmental Report**" shall mean the report attached hereto, hereby made a part hereof and marked "Exhibit 11.1" entitled "John F. Kennedy International Airport Building 69, Environmental Subsurface Baseline Investigation, Final Report, January 2008".

(6) "**Remediation Completion Report**" shall have the meaning set forth in paragraph (m) of this Section.

(b) (1) Without limiting the generality of any of the other terms and provisions of this Lease and subject to the terms and provisions of paragraph (b)(2) below, the Lessee hereby expressly agrees to assume all responsibility for, relieve the Port Authority from, and reimburse the Port Authority for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, the condition of the Premises whether any aspect of such condition existed prior to, on or after the Effective Date, including without limitation all Environmental Requirements and all Environmental Damages and to indemnify and hold harmless the Port Authority for all such risks, claims, penalties, responsibilities, costs and expenses.

(2) It is hereby agreed and understood that except as set forth in paragraphs (k), (q) and (r) of this Section the Lessee shall not be responsible for the Condition Exceptions.

(c) Without limiting the Lessee's obligations elsewhere under this Agreement to comply with all laws, ordinances, governmental rules, regulations and orders which were or at any time are in effect during the term of the letting under this Agreement, the Lessee understands and agrees that, except with respect to the Condition Exceptions for which the Lessee is not responsible for pursuant to paragraph (b)(2) of this Section, it shall be obligated, at its cost and expense, to comply with and relieve the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the Premises with the exception only of Migrated Hazardous Substances, (ii) the operations of, or work performed by, the Lessee or others with the consent of the Lessee at the Premises or the Lessee's operations at the Airport, (iii) the occupancy and use of the Premises by the Lessee or by others with its consent or (iv) any Hazardous Substance which has migrated from the Premises with the exception only of Migrated Hazardous Substances and shall in accordance with and subject to the provisions of Section 5 hereof entitled "Construction by the Lessee" or Standard Endorsement No. 12 hereof entitled "Construction of the Lessee, as the case shall be, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by the Port Authority to the application to itself of any Environmental Requirements; provided, however,

that no immunity or exemption of the Port Authority from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of the Lessee. Except with respect to the Condition Exceptions for which the Lessee is not responsible for pursuant to paragraph (b)(2) of this Section and without limiting the generality of the foregoing and as part of the Lessee's fulfillment of the foregoing obligations, the Lessee shall be responsible, at its sole cost and expense and subject to the direction of the Port Authority, for:

(1) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(2) the obtaining of any surety bond or the giving of any other financial assurances;

(3) the obtaining from all Governmental Authorities of any approval of a negative declaration or no further action letter or other form of release or mitigation; and

(4) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Premises or of any portion thereof under this Agreement, or on the closure or transfer of the Lessee's operations at the Premises.

(d) In addition to and without limiting the generality of the obligations of the Lessee set forth above and elsewhere in this Agreement, the Lessee shall, at its sole cost and expense and in accordance with and subject to the provisions of Standard Endorsement No. 12 of this Agreement, upon notice from the Port Authority, promptly take all actions to:

(1) completely remove and remediate (i) all Hazardous Substances in, on and under the Premises and at the Airport resulting from or in connection with the use and occupancy of the Premises by the Lessee or any affiliated company of the Lessee or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by the Lessee or any affiliated company of the Lessee and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Premises during the term of the letting of the Premises under this Agreement except for Hazardous Substances caused by the sole acts or omissions of the Port Authority on or after the Effective Date;

(2) except with respect to the Condition Exceptions which the Lessee is not responsible for pursuant to paragraph (b)(2) of this Section, remove and remediate all Hazardous Substances in, on or under the Premises or which have migrated from or from under the Premises to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(3) except with respect to the Condition Exceptions which the Lessee is not responsible for pursuant to paragraph (b)(2) of this Section, remove and remediate all

Hazardous Substances in, on or under the Premises or which have migrated from or from under the Premises necessary to mitigate any Environmental Damages.

(e) The obligations set forth in paragraphs (c) and (d) of this Section shall include but not be limited to the investigation of the environmental condition of the area to be remediated, the preparation of feasibility studies, reports and remedial plans and the performance of any removal, remediation, containment, operation, maintenance, monitoring or restoration work and shall be performed in a good, safe and workmanlike manner. The Lessee shall promptly provide the Port Authority with copies of all test results and reports generated in connection with such obligations. Promptly upon completion of such investigation and remediation, the Lessee shall seal or cap all monitoring wells and test holes, remove all associated equipment and restore the remediated property.

(f) Without limiting the Port Authority's remedies under this Agreement or at law or in equity, the Port Authority shall have the right during and after the term of the letting of the Premises under this Agreement to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by the Lessee of its environmental obligations under this Agreement including without limitation all the Lessee's obligations under this Section. In the event that the Lessee fails to comply with or perform any of such obligations, the Port Authority at any time during or subsequent to the termination, expiration or surrender of the letting of the Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand the Lessee shall pay to the Port Authority as additional rent its costs thereof.

(g) Without limiting any other of the Lessee's obligations under the Lease and except with respect to the Condition Exceptions which the Lessee is not responsible for pursuant to paragraph (b)(2) of this Section, the Lessee shall provide the General Manager of the Airport at the cost and expense of the Lessee with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as the Port Authority shall request in connection with any Environmental Requirements which the Lessee is obligated to comply with pursuant to this Agreement or Environmental Damages and the Lessee shall promptly acknowledge, swear to, sign or otherwise fully execute the same. The Lessee agrees that any of the foregoing may be filed by the Port Authority with the appropriate Governmental Authority on behalf of the Lessee at the Lessee's cost and expense. Further, the Lessee agrees unless directed otherwise by the Port Authority, to provide the General Manager of the Airport with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by the Lessee to a Governmental Authority and by a Governmental Authority to the Lessee within five (5) days that the same are made available to or received by the Lessee with respect to any Environmental Requirements or any Environmental Damages.

(h) Without limiting the generality of any other provision contained in this Agreement and except with respect to Condition Exceptions which the Lessee is not responsible for pursuant to paragraph (b)(2) of this Section, the Lessee shall indemnify, hold harmless and reimburse the Port Authority, its Commissioners, officers, employees and representatives from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney

and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which the Lessee is obligated to comply with pursuant to this Agreement, or the risks and responsibilities assumed hereunder by the Lessee for the condition of the Premises or a breach or default of the Lessee's obligations under this Section and under paragraph (d)(9) of Section 5 hereof. If so directed, the Lessee shall at its own expense defend any suit based upon the foregoing, 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.

(i) (1) Without limiting the generality of any provision of this Agreement, in the event that any Environmental Requirement sets forth more than one compliance standard, the Lessee agrees that the standard or standards to be applied in connection with any obligation it may have under this Agreement with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance; provided, however, in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Premises or the Airport or upon the transfer of the Premises or the Airport, then the Lessee shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Premises or the Airport or upon any operations or activities conducted or to be conducted on the Premises or the Airport.

(2) The Lessee further agrees that, notwithstanding the terms and conditions of paragraph (i)(1) above, the Port Authority shall have the right at any time and from time to time, acting in its sole discretion and without any obligation whatsoever to the Lessee or otherwise to do so, to designate any level or levels or standard or standards of remediation permitted or required under any Environmental Requirement, and such designation shall be binding upon the Lessee with respect to its obligations under this Agreement with respect to Environmental Requirements.

(j) The methodology to be used for the purpose of this Section to determine the Existing Condition with respect to the soil at any location in, on or under the Premises for an Analyzed Item shall be the test result for such Analyzed Item set forth Exhibit 11.1 for the soil sample taken from the boring or well nearest to such location and with respect to the ground water at any location in, on or under the Premises for an Analyzed Item shall be the test result for such Analyzed Item set forth Exhibit 11.1 for the ground water sample taken from the boring or well nearest to such location.

(k) It is expressly understood and agreed that the proper handling, delivery, treatment, storage, transportation, disposal and depositing (all of the foregoing being hereinafter

collectively called "*Disposal*"), whether on or off the Airport, of any soil, dirt, sand, silt, water, asbestos, lead, PCB's, demolition or construction debris or other matter (hereinafter collectively called the "*Matter*") excavated, disturbed or removed by the Lessee (or by any contractor or contractors of the Lessee) at, from or under the Premises (or any other area of the Airport) at any time or times and regardless of the nature or composition of such Matter, including without limitation, any and all Disposal of said Matter in connection with the performance of the Construction Work or the repair, replacement or rebuilding of the Premises as required under Standard Endorsement No. 14 of this Agreement, and any and all remediation and Disposal of said Matter and any and all other remediation and Disposal (whether soil, upper aquifer or otherwise) necessary, required or appropriate as a result of, caused by, incidental to or triggered by such excavation, disturbance or removal of the Matter or arising therefrom, and the taking or doing of any and all other action or actions necessary, required or appropriate in connection therewith, shall be the sole and complete responsibility of the Lessee including, without limitation, all costs and expenses thereof and any and all Environmental Damages, applicable Environmental Requirements, claims, penalties and other expenses relating thereto. The foregoing obligations of the Lessee shall obtain and apply with full force and effect irrespective of the nature or source of any contaminant, pollutant, chemical, waste or other substance or whether any of the same is Hazardous Substance or whether any of the same is at a level or levels above or below the level or levels of any of the Analyzed Items constituting the Existing Condition or whether there has or has not been any decrease or increase in such level or levels. The Lessee shall perform all of the foregoing in accordance with and subject to all the terms, provisions, covenants and conditions of this Agreement.

(2) Without limiting the generality of any other term or condition of this Agreement, title to any Matter on the Premises or the Airport excavated or removed by the Lessee and not used at the Premises shall vest in the Lessee upon the excavation or removal thereof and all such Material shall be delivered and deposited by the Lessee at the Lessee's sole cost and expense to a location off the Airport in accordance with the terms and conditions of this Agreement and all applicable Environmental Requirements. The entire proceeds, if any, of the sale or other disposition of the Material shall belong to the Lessee.

(3) In the event the Lessee discovers any Hazardous Substance in, on or under the Premises, the Lessee in reporting such Hazardous Substance shall direct such report to the attention of such individual at the subject Governmental Authority as the General Manager of the Airport shall require in order to assure consistency in the environmental management of the Airport, provided, however, notwithstanding the foregoing in no event shall the Lessee be required by this paragraph (k)(3) to violate any Environmental Requirement.

(4) Promptly upon final disposition of any Hazardous Substance from the Premises or the Airport, the Lessee shall submit to the Port Authority a "Certification of Final Disposal" stating the type and amount of material disposed, the method of disposal and the owner and location of the disposal facility. The format of such certification shall follow the requirements, if any, of governmental agencies having jurisdiction as if the Port Authority were a private organization and the name of the Port Authority shall not appear on any certificate or other document as a generator or owner of such material.

(l) Without limiting the foregoing and without limiting the generality of the provisions of Standard Endorsement No. 16 of this Lease, the Port Authority and its designees, shall have the right but not the obligation to enter upon the Premises upon forty-eight (48) hours' notice to the Lessee to conduct testing and related activities from existing wells, if any, to make additional wells and borings and to conduct testing and related activities therefrom and to perform such activities as shall be necessary to remediate the Existing Condition, and including but not limited to conducting pumping operations from said wells. In the exercise of the foregoing rights the Port Authority and its designees shall not unreasonably interfere with the use and occupancy of the Premises by the Lessee.

(m) After any Person performs any remediation on the Premises, such Person, may but shall not be obligated to, sample and test the soil and/or aquifer of the Premises or portions thereof and set forth the results of such samplings and tests in a report. Any such report and test results shall be referred to for purposes of this Agreement as a "**Remediation Completion Report**". Upon delivery of a Remediation Completion Report to the Lessee and the Port Authority, such Remediation Completion Report shall (A) supersede and replace the existing Exhibit 11.1 or the applicable portions thereof if such test or tests results and report are of samples of Analyzed Items taken from the same well or boring or a new well or boring which is immediately adjacent to such well or boring and shall (B) supplement the existing Exhibit 11.1 or the applicable portions thereof if the test or tests results and report would not supersede any test or tests results and reports in the existing Exhibit 11.1 as aforesaid, provided, however, that said samples and testing shall produce a fair and representative sampling of the Premises, shall be analyzed by a New York State approved independent laboratory, and that said sampling and testing were performed in accordance with a methodology approved by the Port Authority.

(n) Without limiting the generality of the provisions of Standard Endorsement No. 13 of the Lease, the Lessee agrees to protect and maintain the wells referred to Exhibit 11.1 and paragraph (m) of this Section and shall repair any damage thereto not caused by the activities of the Port Authority, or its designee(s), if any, or any prior occupant of the Premises.

(o) Upon the cessation of the letting hereunder or any portion thereof, whether such cessation be by termination, expiration or otherwise, no level of any Analyzed Item shall exceed the level of such Analyzed Item as set forth in the Existing Condition (the amount of the increase, if any, of each and every Analyzed Item above the Existing Condition being hereinafter collectively called "**Analyzed Item Increases**"). The Lessee covenants and agrees on or before the cessation of the letting or any portion thereof and subject to the provisions of Standard Endorsement No. 12 hereof, to remove and/or remediate all Analyzed Item Increases down to the Existing Condition.

(p) The terms and conditions of this Section are intended to allocate the obligations and responsibilities between the Lessee and the Port Authority, and nothing in this Section or elsewhere in this Lease shall, or shall be deemed to, limit, modify waive or otherwise alter the rights, claims and remedies which the Port Authority or the Lessee may have against third parties at law, equity or otherwise.

(q) (1) Notwithstanding any other term or provision of this Agreement, the Existing Condition shall in no event include and the Condition Exceptions shall not apply to any Hazardous Substance whose presence in, on or under the Premises was caused by or resulted from the use and occupancy of the Premises by the Lessee or by any affiliated company of the Lessee, or the performance of any work by any of them, or the acts or omissions of the Lessee, its officers, agents or employees, or the acts or omissions of any affiliated company of the Lessee or of any sublessees or others who occupied the Premises with the permission of the Lessee or with the permission of an affiliated company of the Lessee or their officers, agents or employees

(2) The Lessee shall be responsible for the remediation and removal of the Existing Condition and fines and penalties arising out of in whole or in part if the Premises is not accessible upon seven (7) days prior written notice from the Port Authority for remediation, removal or cleanup by any prior occupant of the Premises or by the Port Authority or its designees or others due to any act or omission, interruption, obstruction or hindrance by the Lessee or any of its agents, contractors or representatives, sublessees or subusers, including but not limited to, any refusal or failure by the Lessee or any of its agents, contractors or representatives, sublessees or subusers to grant or allow full and complete access to the Premises, or any portion thereof to any prior occupant of the Premises, the Port Authority or its designees. Neither said access nor any such work by any prior occupant of the Premises the Port Authority or its designees nor any approval or consent granted to any prior occupant of the Premises or any designee of the Port Authority to perform such work shall result in or entitle the Lessee to any abatement, reduction, diminution or suspension of any of the rentals or charges under this Lease.

(r) Notwithstanding any other term or condition of this Agreement, it is hereby understood and agreed that the Lessee's obligations under this Agreement shall not be nor be deemed to be affected in any way whatsoever if the Existing Condition or any portion thereof, is or will be remediated or removed by the Lessee in whole or in part in the fulfillment of any of the Lessee's obligations under this Agreement, whether due to the fact the Lessee cannot remediate or remove one or more Hazardous Substances for which it is responsible to remediate or remove without remediating or removing one or more Analyzed Items for which it is not responsible for remediating or removing or due to cost or expedience or for any other reason, and in no event shall the Port Authority have any responsibility for such remediation or removal, including without limitation, any obligation to share in the cost of such remediation or removal.

(s) The Port Authority has advised the Lessee that it is the intention of the Port Authority with respect to the application of pollution prevention programs, "best management practices plans" and other voluntary programs adopted and agreements made by the Port Authority with any governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof constituting Environmental Requirements that the Port Authority will treat the Lessee in a similar manner as similarly situated Persons at the Airport.

(t) Without limiting any other term or provision hereof, all the obligations of the Lessee under this Section shall survive the expiration or termination of the letting of the Premises or any portion thereof.

(u) Exit Baseline:

(1) Definitions:

(i) “**Exit Baseline**” shall mean the sampling and testing of the soil and groundwater in, on and under the Premises between eight and six months immediately preceding the expiration of the letting hereunder or, in the case of an earlier termination of the letting hereunder, then within ninety (90) days the effective date of such termination and the preparation of the Exit Baseline Report, such sampling, testing and report to be performed and prepared in accordance with the terms and conditions set forth in this paragraph (u) and in accordance with such further standards, methods, protocol and procedures as shall be required by the Port Authority in its sole discretion. Such sampling, testing and the preparation of any associated report shall be performed by a New York State certified independent consultant and laboratory. Soil and water samples shall be taken from not less than thirteen locations within the Premises. Each sample shall be tested for all Analyzed Items. If the Lease has not been terminated by the Port Authority, then the Port Authority shall consult with the Lessee on the standards, methods, protocol and procedures to be used in the Exit Baseline.

(ii) “**Exit Baseline Report**” shall mean a report summarizing all of the test results from the soil and groundwater samples taken as part of the Exit Baseline compiled and entered into both Excel spreadsheets as well as electronic data deliverable format for import into EquiS database and if Excel and or EquiS database are no longer available then in such spreadsheet and format as shall be determined by the Port Authority.

(iii) “**Lessee’s Cost of the Exit Baseline**” shall mean the sum of the amounts paid by the Lessee to independent third party engineers, architects, consultants and other professionals, construction supervisors and contractors for work actually performed and labor and materials actually furnished in connection with the Exit Baseline inclusive of sales, use and like taxes where applicable, and such amounts only (but only to the extent such amounts are included in the Exit Baseline Certificate, as such amounts may be adjusted pursuant to the provisions of subparagraph (10) of this paragraph (u) actually paid by the Lessee for the Exit Baseline, to the extent that the inclusion of the same is permitted by generally accepted accounting principles consistently applied, provided, however, (x) the Lessee’s Cost of the Exit Baseline shall be limited to work covered by the Exit Baseline Certificate submitted by the Lessee pursuant to and in accordance with subparagraph (5) of this paragraph (u); and (y) it is specifically understood and agreed that no amounts paid for or in connection with any trade fixtures or other personal property of the Lessee or any payment or payments on account of any administrative or other overhead costs of the Lessee whether or not allocated to the Exit Baseline by the Lessee’s own accounting practices shall be included in the Lessee’s Cost of the Exit Baseline; and (z) the Lessee’s Cost of the Exit Baseline shall not include any payment to a firm or corporation wholly or partially owned by or in common ownership with the Lessee or any Exit Baseline that is not performed in accordance with all of the terms and provisions of this Agreement.

(iv) “**Port Authority’s Cost of the Exit Baseline**” shall mean and include all amounts paid and expenses incurred by the Port Authority, including all interest,

costs, damages and penalties, in accordance with the provisions of Standard Endorsement No. 15 hereof entitled "Additional Rent and Charges" for, relating to or in connection with the Exit Baseline.

(2) Performance of the Exit Baseline by the Lessee:

Unless the Port Authority shall have notified the Lessee that it has elected to perform the Exit Baseline as provided for in subparagraph (3) of this paragraph (u), subject to the terms and provisions of Standard Endorsement No. 12 hereof entitled "Construction by the Lessee" the Lessee shall perform the Exit Baseline between the eight (8th) month and sixth (6th) month immediately preceding the expiration of the letting hereunder or, in the case of an earlier termination of the letting hereunder, within three months after the effective date of such termination. The Lessee shall deliver the Exit Baseline to the Port Authority within ninety (90) days after the completion of the Exit Baseline by the Lessee.

(3) Right of Port Authority to Perform the Exit Baseline:

The Port Authority shall have the right to elect to perform the Exit Baseline upon notice given to the Lessee on the later to occur of (x) nine (9) months prior to the expiration date of the term of the letting hereunder or (y) on or prior to the termination of such letting. In the event such notice shall be given to the Lessee, the Port Authority shall perform the Exit Baseline in accordance with the terms and conditions set forth in this paragraph (u). Such Exit Baseline shall be performed by the Port Authority within six (6) months after the earlier to occur of the expiration or termination of the Lease. The Port Authority shall deliver the Exit Baseline to the Lessee within ninety (90) days after the completion of the Exit Baseline by the Port Authority.

(4) Payment for the Cost of the Exit Baseline:

If the Port Authority shall not have elected to perform the Exit Baseline and the Lessee shall have performed the Exit Baseline, the Lessee's Cost of the Exit Baseline shall be shared equally between the Port Authority and the Lessee. Accordingly, the Port Authority shall pay to the Lessee an amount equal to 50% of the Lessee's Cost of the Exit Baseline within ninety (90) days after the date that the Lessee shall have delivered to the Port Authority the Exit Baseline Certificate. If the Port Authority shall have performed the Exit Baseline, the Port Authority's Cost of the Exit Baseline shall be shared equally between the Port Authority and the Lessee. Accordingly, the Lessee shall pay to the Port Authority fifty percent (50%) of the Port Authority's Cost of the Exit Baseline after demand therefor by the Port Authority.

(5) Exit Baseline Certificate:

If the Port Authority shall not have elected to perform the Exit Baseline and the Lessee shall have performed the Exit Baseline, the Lessee shall deliver to the Port Authority within ninety (90) days after the Lessee shall have completed the Exit Baseline a notarized certificate of the Lessee covering the Lessee's Cost of the Exit Baseline meeting all the

requirements set forth in this paragraph (u) (such certificate meeting all of the requirements of this paragraph (u)(5) and which is delivered to the Port Authority on or before ninety (90) days after the Lessee shall have completed the Exit Baseline is hereinafter referred to as the "**Exit Baseline Certificate**"), which certificate shall be signed by a responsible fiscal officer of the Lessee and notarized and further shall:

(i) set forth, in reasonable detail, the amounts paid to specified independent third party contractors and the amounts of payments made to other specified Persons for the Lessee's Cost of the Exit Baseline and certify that such amounts constitute portions of the Lessee's Cost of the Exit Baseline;

(ii) have attached thereto reproduction copies or duplicate originals of the invoices of such independent third party contractors and other Persons and an acknowledgment by such independent contractors and other Persons of the receipt by them of such amounts and payments;

(iv) certify that the amounts and payments therein set forth constitute all or a portion of the Exit Baseline; that the Exit Baseline covered by the certificate has been accomplished and that it has been performed in accordance with all the terms and provisions of this Lease; and

(v) certify there is no outstanding indebtedness known to the Lessee, after due and diligent inquiry, then due on account of the Exit Baseline which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen statutory or other lien or alleged lien upon the Premises or any part thereof, or upon the Lessee's leasehold interest therein, provided that the foregoing shall not limit or impair Standard Endorsement No. 19 hereof or any rights or remedies of the Port Authority under this Lease or otherwise.

(6) Nothing contained herein shall be deemed or construed as a submission by the Port Authority to the application to itself of any lien described in this paragraph (u) or to limit or impair Standard Endorsement No. 19 hereof or any rights or remedies of the Port Authority under this Lease or otherwise.

(7) The Lessee shall promptly supply to the Port Authority such supporting documents, agreements, contracts and records as the Port Authority shall deem necessary to substantiate the matters set forth in the Exit Baseline Certificate.

(8) No amount paid by the Port Authority to the Lessee pursuant to this paragraph (u) shall be deemed final until the Lessee's Cost of the Exit Baseline has been finally determined by the Port Authority. Such final determination shall occur only after the Port Authority has examined and approved the Exit Baseline Certificate and the Lessee's Books and Records covering the Exit Baseline. In no event whatsoever shall the cost of any portion of the Lessee's Cost of the Exit Baseline as finally determined and computed in accordance with the provisions of this Section include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with the performance of any Exit Baseline unless such work is actually performed nor the costs of any work which is secured by liens, mortgages, other

encumbrances or conditional bills of sale, it being understood that the foregoing prohibition on liens, mortgages, other encumbrances and conditional bills of sale is not meant to apply to equipment which is used to perform the Exit Baseline.

(9) The Port Authority shall have the right by its agents, employees and representatives to audit and inspect at any time and from time to time the books and records and other data of the Lessee relating to the costs of the Lessee's Cost of the Exit Baseline and any and all invoices relating to the Lessee's Cost of the Exit Baseline or any portion thereof and any and all contracts covering each portion of the Lessee's Cost of the Exit Baseline including but not limited to the Lessee's contracts and agreements with its architects, engineers, and construction managers and other contractors; it being specifically understood that the Port Authority shall not be bound by any prior audit or inspection conducted by it. The Lessee agrees to keep such books, records and other data within the Port of New York District, but the Lessee shall not be required to maintain any such books, records and other data for more than three (3) years after it has delivered the Exit Baseline Certificate called for under subparagraph (5) above; unless they are material to litigation initiated within that time, in which event they shall be preserved until the final determination of the controversy.

(10) In the event that a Port Authority audit completed within three (3) years after the date that the Lessee shall have delivered a complete Exit Baseline Certificate to the Port Authority meeting all the requirements set forth in this paragraph (u), shall disclose that the amount of the Lessee's Cost of the Exit Baseline is not the amount set forth in the Exit Baseline Certificate, then the Lessee's Cost of the Exit Baseline shall be recalculated as determined by the Port Authority audit and in the event that the Lessee's Cost of the Exit Baseline as so recalculated is less than the amount of the Lessee's Cost of the Exit Baseline paid by the Port Authority to the Lessee, the amount of any excess payment received by the Lessee on account of the Exit Baseline resulting from such recalculation shall be immediately payable by the Lessee to the Port Authority upon demand and in the event that the Lessee's Cost of the Exit Baseline as so recalculated is more than the amount of the Lessee's Cost of the Exit Baseline paid by the Port Authority to the Lessee, the amount of such excess resulting from such recalculation shall at the election of the Port Authority be credited against amounts owed by the Lessee to the Port Authority or the Port Authority shall pay such excess to the Lessee.

(11) If the Lessee has included in any portion of the Lessee's Cost of the Exit Baseline any item as having been incurred, but which in the reasonable opinion of the Port Authority was not so incurred, or which in the reasonable opinion of the Port Authority if so incurred is not an item properly chargeable to such element of cost under sound accounting practice or to the Lessee's Cost of the Exit Baseline, or does not represent an appropriate division of the costs of a particular contract according to time of performance or delivery and the parties have been unable to resolve their differences within ninety (90) days after the Port Authority gives its notice to the Lessee objecting to the same, then such dispute shall be decided by the Chief Engineer of the Port Authority.

(12) In the event of the termination or surrender of a portion of the Premises then all of the terms and conditions of this paragraph (u) shall apply to such termination or surrender.

(v) The information and data set forth in Exhibit 11.1 of this Lease shall not be or be deemed to be binding on the parties hereto except as expressly set forth herein with respect to determining the Existing Condition. Further, the Lessee and the Port Authority hereby hold harmless the other in connection with the accuracy and completeness of the information and data set forth in Exhibit 11.1.

Section 12. Property Insurance.

(a) Obligation to Insure. The Lessee shall, during the term of this Agreement, insure and keep insured to the extent of 100% of the replacement value thereof, the entire Premises and all other buildings, structures, improvements, installations, facilities and fixtures now or in the future located on the Premises against all risks of physical loss or damage (including, but not limited to flood and earthquake risks), if available, and if not available, then against such hazards and risks as may now or in the future be included under the Standard Form of Fire Insurance Policy of the State of New York and also against damage or loss by windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicles and smoke, under the Standard Form of Fire Insurance Policy of New York and the form of extended coverage endorsement prescribed as of the effective date of the said insurance by the rating organization having jurisdiction, and if the Port Authority so requests, also covering contamination hazards and risks and boiler and machinery hazards and risks in a separate insurance policy or policies or as an additional coverage endorsement to the aforesaid policies in the form as may now or in the future be prescribed as of the effective date of said insurance by the rating organization having jurisdiction and/or the Superintendent of Insurance of the State of New York and the Lessee shall furthermore provide additional insurance covering any other peril of loss or damage that the Port Authority at any time during the term of this Agreement covers by carrier or self-insurance covered by appropriate reserves at other locations at the Airport upon written notice to the Lessee to such effect.

(b) Named Insureds. The aforesaid insurance coverages and renewals thereof shall insure the Port Authority, the Lessee and the City of New York, as insureds, as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the Port Authority.

(c) Prompt Notification of Loss. In the event the Premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section, the Lessee shall promptly notify the Port Authority and promptly furnish to the Port Authority such information and data as may be necessary to enable the Port Authority to adjust the loss.

(d) Evidence of Insurance. The policies or certificates representing insurance covered by this Section shall be delivered by the Lessee to the Port Authority prior to the Effective Date and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon, and also shall contain a valid provision obligating the insurance company to furnish the Port Authority and the City of New York fifteen (15) days' advance notice of the cancellation, termination, change or modification of the insurance evidenced by said policy or certificate. Renewal policies or certificates shall be

delivered to the Port Authority at least ten (10) days before the expiration of the policy that is being renewed.

(e) Application of Proceeds. Regardless, however, of the Persons whose interests are insured, the proceeds of all policies covered by this Section shall be applied as provided in the Standard Endorsement No. 14 hereof entitled "Damage to or Destruction of the Premises"; and the word "insurance" and all other references to insurance in said Standard Endorsement No. 14 shall be construed to refer to the insurance which is the subject matter of this Section, and to refer to such insurance only.

(f) Port Authority Approval. The insurance covered by this Section shall be written by companies approved by the Port Authority, the Port Authority covenanting and 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 Lessee shall promptly obtain a new and satisfactory policy in replacement, the Port Authority covenanting and agreeing not to act unreasonably hereunder. If at any time the Port Authority so requests, a certified copy of each of said policies shall be made available by the Lessee to the Port Authority for inspection and reproduction at an office of the Lessee within the Port of New York District.

Section 13. Security. The Lessee and the Port Authority have heretofore entered into that certain security agreement bearing Port Authority Agreement No. AX-779 and made as of the 14th day of August 2006 (the "**Security Agreement**"). Without limiting the terms and conditions of the Security Agreement, it is hereby acknowledged that this Lease shall be one of the Agreements covered by the Security Agreement. Further the Lessee agrees that any breach or failure to perform or comply with any of the terms and conditions of the Security Agreement or failure of any banking institution issuing a Letter of Credit, as defined in the Security Agreement, to make one or more payments as provided in such Letter of Credit, shall constitute a material breach of this Lease thereby entitling the Port Authority to immediately exercise any and all rights available to it, including without limitation, the right to terminate this Lease pursuant to Standard Endorsement No. 19 hereof entitled "Termination by the Port Authority, as fully as if such breach, failure or non-compliance was a breach of a material term or condition of this Lease.

Section 14. Condemnation.

(a) Definitions. The following terms, when used in this Section, shall, unless the context shall require otherwise, have the respective meanings given below:

(i) "**Date of Taking**" shall mean the date on which title to all or any portion of the Premises, as the case may be, has vested in any lawful power or authority pursuant to a Taking.

(ii) "**Material Part**" with reference to the Premises shall mean such portion of the Premises as when so taken would leave remaining a balance of the Premises, due

either to the area so taken or the location of the part so taken in relation to the part not so taken, that would not under economic conditions and after performance by the Lessee of all covenants, agreements, terms and provisions contained herein or required by law to be observed or performed by the Lessee, permit the restoration of the Premises so as to enable the Lessee to operate, maintain and develop the Premises in accordance with the requirements of this Agreement, including without limitation the Section 6 hereof entitled "Use of Premises", and to continue to carry on its normal operations at the Airport without using such part taken.

(iii) "*Taking*" shall mean the acquisition of a real property interest, through condemnation or the exercise of the power of eminent domain, by any body having a superior power of eminent domain.

(b) *Permanent Taking of All or a Portion of the Premises.*

(i) If a Taking is permanent and covers the entire Premises, then this Agreement shall, as of the Date of Taking, cease and determine in the same manner and with the same effect as if such date were the original date of expiration hereof.

(ii) If a Taking is permanent but covers less than all of the Premises, this Agreement and the term hereof shall continue as to the portion of the Premises not so taken, and the letting as to the part of the Premises so taken shall, as of the Date of Taking, cease and determine in the same manner and with the same effect as if the term of the letting had on that date expired, and the rentals shall be abated as provided in the Section 4 of the Terms and Conditions hereof entitled "Rental".

(iii) If a Taking is permanent and covers a Material Part of the Premises, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after the Date of Taking to terminate the letting hereunder with respect to the Premises not taken, as of the Date of Taking, and such termination shall be effective as if the Date of Taking were the original date of expiration hereof.

(iv) If the letting of the entire Premises is not terminated, the rentals shall be abated in accordance with the Section 4 hereof entitled "Rental" after the date of surrender of possession of the portion of the Premises taken.

(v) If a Taking is permanent but covers less than the entire Premises and the letting of the portion of the Premises not taken is not terminated pursuant to paragraph (b)(iii) of this Section, the Lessee shall proceed diligently to restore the remaining part of the Premises not so taken so that the Premises shall be a complete, operable, self-contained architectural unit in good condition and repair and the proceeds of that portion of any award paid in trust to the Port Authority pursuant to Section 23.3 of the Basic Lease attributable to the improvements on the Premises not so taken shall be made available by the Port Authority to be used by the Lessee for that purpose. The Port Authority shall retain any excess of such award over the costs of the restoration.

(c) Temporary Taking of All or Any Part of the Premises or the Public Landing Area.

(i) If the temporary use of the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority pursuant to a Taking or by agreement between the Port Authority and such lawful power or authority, (w) the Lessee shall give prompt notice thereof to the Port Authority, (x) the term of the letting hereunder shall not be reduced or affected in any way and (y) the Lessee shall continue to pay in full all rentals payable by the Lessee hereunder without reduction or abatement except as set forth in paragraph (c)(ii) below.

(ii) If a temporary Taking covers all or a Material Part of the Premises, then the Lessee and the Port Authority shall each have an option, exercisable by notice given within ten (10) days after the Date of Taking, to suspend the term of the letting of such of the Premises as are not so taken during the period of the Taking, and, in that event, the rentals for such portion of the Premises not so taken shall abate for the period of the suspension in accordance with the Section 4 hereof entitled "Rental".

(d) Lessee's Cooperation. The Lessee shall execute any and all documents that may be reasonably required in order to facilitate collection by the appropriate party of awards or payments covered by this Section.

(e) Condemnation Claims by the Lessee. To the extent a condemnation claim by the Lessee shall not diminish any claim, award, compensation or damages of or to the City of New York or of or to the Port Authority on account of any condemnation and such condemnation claim is permitted by Section 23 of the Basic Lease, the Lessee may file a claim in a condemnation proceeding.

Section 15. Federal Airport Aid.

(a) The Lessee shall:

(1) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor 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 nondiscriminatory prices for each unit of sale or service.

(b) As used in the above paragraphs "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 Lessee of the covenants, promises and obligations contained in this Section is therefore a special consideration and inducement to the execution of this Agreement by the Port Authority, and the Lessee 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 in connection with the Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Lessee of such covenants, promises and obligations, the Lessee will promptly comply therewith, at the time or times when and to the extent that the Port Authority may direct.

Section 16. Termination by the Lessee.

(a) If any one or more of the following events shall occur:

(1) The Port Authority shall for safety or other reasons prohibit the use of the Public Landing Area at the Airport for scheduled air transport operations, for a period covering more than ninety (90) consecutive days; or

(2) Scheduled Aircraft Operators at the Airport representing more than fifty percent (50%) of the effective published passenger flight schedules to and from the Airport (for the calendar year prior to the year in which the event occurs) shall be prevented from using the Public Landing Area to conduct their scheduled flights to and from the Airport for a period covering more than ninety (90) consecutive days as a result of a permanent injunction issued by a court of competent jurisdiction; or

(3) Scheduled Aircraft Operators at the Airport representing more than fifty percent (50%) of the effective published passenger flight schedules to and from the Airport (for the calendar year prior to the year in which the event occurs) shall be prevented from using the Public Landing Area to conduct their scheduled flights to and from the Airport for a period covering more than ninety (90) consecutive days as a result of any order, rule or regulation of the Federal Aviation Administration Civil Aeronautics Board, or other governmental agency having jurisdiction over the operations of the Scheduled Aircraft Operators;

then upon the occurrence of any such event or at any time thereafter during the continuance of said condition, the Lessee may by twenty (20) days' notice terminate the letting, such termination to be effective upon the date set forth in the notice and to have the same effect as if the term of the letting had on that date expired.

(b) The payment of rentals by the Lessee for any period or periods after the Lessee shall have a right to terminate under this Section shall not be or be construed to be a waiver by the Lessee of such right of termination.

Section 17. Further Additional Right of Termination.

If and in the event the Port Authority should revoke Permit No. AX-821 without cause upon thirty days' written notice pursuant to clause (i) appearing in paragraph (a) of Section 2 of Permit No. AX-821 which states "Notwithstanding any other term or condition hereof, this Permit and the permission hereby granted may be (i) revoked without cause, upon thirty days' written notice by the Port Authority", then, and in such event, this Agreement and the letting hereunder shall terminate effective with the effective date of such revocation of Permit No. AX-821. In the event of termination pursuant to this Section, this Agreement and the letting hereunder shall cease and expire as if the effective date of termination were the date originally stated herein for the expiration of this Agreement.

Section 18. Amendment of Standard Endorsement No. 19.

(a) Standard Endorsement No. 19 of the Lease entitled, "Termination by the Port Authority" is hereby amended by inserting the word "or" at the end of subparagraph (x) of paragraph (a) thereof and by inserting the following two additional subparagraphs (xi) and (xii) immediately thereafter to read as follows:

"(xi) Permit No. ANB-863 is revoked by the Port Authority "for cause" as such term is defined in paragraph (e) below; or

(xii) Permit No. AX-821 is revoked by the Port Authority "for cause" as defined in paragraph (e) below;"

(b) The following new paragraph (e) shall be inserted immediately after paragraph (d) of Standard Endorsement No. 19 to read as follows:

"(e) (i) Permit No. ANB-863 shall be construed to have been revoked "for cause" by the Port Authority if the Port Authority revokes such Permit pursuant to Section 2(a)(iii) of the Terms and Conditions if the Lessee shall fail "to keep, perform and observe each and every promise, agreement, condition, term and provision" of Permit No. ANB-863 or pursuant to Special Endorsement No. 16 or Standard Endorsement No. 28 of Permit No. ANB-863 or pursuant to any other term or provision of Permit No. ANB-863 which permits the Port Authority to revoke Permit No. ANB-863 with cause.

(ii) Permit No. AX-821 shall be construed to have been revoked "for cause" by the Port Authority if the Port Authority revokes such Permit pursuant to Section 2(a)(iii) of the Terms and Conditions if the Lessee shall fail "to keep, perform and observe each and every promise, agreement, condition, term and provision" of Permit No. AX-821 or pursuant to Special Endorsement No. 16, Special Endorsement No. 31 or Standard Endorsement No. 28 of Permit No. AX-821 or pursuant to any other term or provision of Permit No. AX-821 which permits the Port Authority to revoke Permit No. AX-821 with cause."

Section 19. Force Majeure.

Neither the Port Authority nor the Lessee shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which are not within its control; provided, however, that this provision shall not apply to failures by the Lessee to make payments required pursuant to Section 4 hereof and shall not apply to any other charges or money payments; and, provided, further, that this provision shall not prevent the Port Authority from exercising any right of termination under Standard Endorsement No. 19 or Section 17 hereof, or otherwise, and shall not prevent the Lessee from exercising its right to an abatement of Ground Rental under Section 5 hereof.

Section 20. Airport Permit.

(a) "*Cost of the Construction Work*" shall mean, subject to the last paragraph of this definition, the lesser of:

(1) The sum of Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00); or

(2) The sum of the following amounts actually paid by the Lessee to the extent that the inclusion of the same is permitted by sound accounting practice:

(i) Amounts paid by the Lessee to independent contractors for work actually performed and labor actually furnished and materials actually delivered in connection with the Construction Work; and

(ii) Payments made by the Lessee in connection with the Construction Work for engineering, architectural, professional and consulting services, construction management and supervision of construction, it being understood that payments under this item (ii) shall not exceed ten per cent (10%) of the amounts paid under item (i) above.

In each case the above mentioned amounts, payments and expenses shall be evidenced, from time to time, by certificates of a responsible fiscal officer of the Lessee, sworn to before a Notary Public and delivered to the Port Authority, which certificates shall (x) set forth in detail, the amounts paid to specified persons and the other expenses incurred by the Lessee, which have not previously been reported in certificates delivered to the Port Authority, (y) have attached thereto reproduction copies or duplicate originals of the invoices of such independent contractors and other persons acknowledging the receipt by them of such amounts and payments, and (z) certify that the amounts, payments and expenses therein set forth constitute portions of Lessee's investment in the Construction Work for purposes of this Lease.

Section 19. Force Majeure.

Neither the Port Authority nor the Lessee shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which are not within its control; provided, however, that this provision shall not apply to failures by the Lessee to make payments required pursuant to Section 4 hereof and shall not apply to any other charges or money payments; and, provided, further, that this provision shall not prevent the Port Authority from exercising any right of termination under Standard Endorsement No. 19 or Section 17 hereof, or otherwise, and shall not prevent the Lessee from exercising its right to an abatement of Ground Rental under Section 5 hereof.

Section 20. Airport Permit.

(a) "*Cost of the Construction Work*" shall mean, subject to the last paragraph of this definition, the lesser of:

(1) The sum of Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000.00); or

(2) The sum of the following amounts actually paid by the Lessee to the extent that the inclusion of the same is permitted by sound accounting practice:

(i) Amounts paid by the Lessee to independent contractors for work actually performed and labor actually furnished and materials actually delivered in connection with the Construction Work; and

(ii) Payments made by the Lessee in connection with the Construction Work for engineering, architectural, professional and consulting services, construction management and supervision of construction, it being understood that payments under this item (ii) shall not exceed ten per cent (10%) of the amounts paid under item (i) above.

In each case the above mentioned amounts, payments and expenses shall be evidenced, from time to time, by certificates of a responsible fiscal officer of the Lessee, sworn to before a Notary Public and delivered to the Port Authority, which certificates shall (x) set forth in detail, the amounts paid to specified persons and the other expenses incurred by the Lessee, which have not previously been reported in certificates delivered to the Port Authority, (y) have attached thereto reproduction copies or duplicate originals of the invoices of such independent contractors and other persons acknowledging the receipt by them of such amounts and payments, and (z) certify that the amounts, payments and expenses therein set forth constitute portions of Lessee's investment in the Construction Work for purposes of this Lease.

(b) "*Unamortized Investment*" shall mean the product obtained by multiplying the Cost of the Construction Work by a fraction the numerator of which shall be the number of whole calendar months between the later to occur of (i) the Expiration Date or (ii) the date the Lessee shall surrender possession of the Premises to the Port Authority (it being understood the Lessee shall have no right to remain in possession of the Premises beyond the effective date of any termination or expiration of this Lease and nothing herein shall be or be construed to be any permission to remain in possession of the Premises beyond the effective date of any termination or expiration of this Lease), and the denominator of which shall be the number of whole calendar months between the Completion Date and the Expiration Date.

(c) Upon completion of the Construction Work the Lessee shall furnish to the Port Authority as promptly as possible a statement of its Cost of the Construction Work which statement shall be certified by a responsible officer of the Lessee and shall contain in detail all the items listed in (i) and (ii) of the definition of Cost of the Construction Work. The Lessee shall permit the Port Authority, by its agents, employees and representatives at all reasonable times during the construction and for a period of two (2) years subsequent to the receipt of the certified statement aforesaid, to examine and audit the books of account of the Lessee which pertain to the Construction Work. If, in the certified statement the Lessee includes any item of cost or expense as having been incurred, but which in the opinion of the Port Authority was not so incurred, or which in the opinion of the Port Authority if so incurred is not a cost or expense properly chargeable as part of the Cost of the Construction Work under sound accounting practice and in accordance with the provisions hereof, then, within sixty (60) days after the completion of the Port Authority's examination and audit of such statement, the Port Authority shall give written notice to the Lessee stating its objections to the item and the grounds therefor. If the Lessee considers that the Port Authority's objection is wrongfully taken, the Lessee may within sixty (60) days after the Port Authority gives written notice, serve a written notice upon the Port Authority stating grounds for which it considers the objection to be wrongfully taken. In the event the matter is not resolved between the parties within ninety (90) days thereafter, the Port Authority shall refer the objection, at the Port Authority's expense, to the accountants then designated by the Port Authority for outside audit of the books of the Port Authority, whose decision as to the validity of the objection shall be final.

(d) (1) Section 2 (a) of the Terms and Conditions of Permit No. AX-821 permits the Port Authority to revoke Permit No. AX-821 without cause and states:

"Notwithstanding any other term or condition hereof, this Permit and the permission hereby granted may be (i) revoked without cause upon thirty (30) days' written notice by the Port Authority, . . ."

(2) Revocation of the Permit by the Port Authority pursuant to Section 2 (a)(i) of the Terms and Conditions without cause, upon thirty days' written notice shall for the purposes of this Agreement be considered revocation of Permit No. AX-821 "*without cause*".

(e) (1) Section 2 (a)(iii) of the Terms and Conditions of Permit No. AX-821 permits the Port Authority to revoke Permit No. AX-821 with cause and states as follows:

". . . this Permit and the permission hereby granted may be . . . (iii) revoked on ten (10) days' written notice by the Port Authority if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to, the obligation to pay fees."

(2) Special Endorsement No. 16 and Special Endorsement No. 31 and Standard Endorsement No. 28 of Permit No. AX-821 provide that the Port Authority may revoke Permit No. AX-821 with cause. Revocation of Permit No. AX-821 by the Port Authority pursuant to Section 2(a)(iii) of the Terms and Conditions for failure of the Lessee to keep, perform and observe each and every promise, agreement, condition, term and provision of Permit No. AX-821 or pursuant to Special Endorsement No. 16, Special Endorsement No. 31 or Standard Endorsement No. 28 of Permit No. AX-821 shall for the purposes of this Agreement be considered revocation of Permit No. AX-821 "*for cause*".

(f) In the event this Agreement and the letting hereunder is terminated pursuant to the provisions of Section 17 hereof entitled "Further Additional Right of Termination", and only in such event (and subject to the limitations set forth in paragraph (g) below), then the Port Authority shall pay to the Lessee its Unamortized Investment in accordance with and subject to paragraphs (a), (b), (c), (g) and (h) of this Section. The Lessee understands and hereby agrees that there will be no reimbursement of any kind pursuant to this Section 20 if Permit No. AX-821 is revoked or terminated other than without cause and this Lease and the letting hereunder shall remain in full force and effect subject to the Port Authority's right of termination pursuant to subparagraph (xii) of Standard Endorsement No. 19 (a) hereof, as amended. The Lessee further understands that the Port Authority will have no obligation of any kind to reimburse the Lessee pursuant to this Section 20 in the event the Lease and the letting hereunder is terminated other than pursuant to the provisions of Section 17 hereof.

(g) Notwithstanding any other provision of this Agreement, in ascertaining the amount that the Port Authority shall be obligated to pay to the Lessee hereunder, the Unamortized Investment shall be diminished by the amount that any part of the components of the Cost of the Construction Work is secured by liens, mortgages or other encumbrances or conditional bills of sale and less any other amounts whatsoever due under this Agreement from the Lessee to the Port Authority or otherwise owed by the Lessee to the Port Authority. In no event shall the Unamortized Investment include any amount whatsoever for any portion of the Construction Work unless said portion of the Construction Work is actually installed and constructed on the Premises.

(h) Payment by the Port Authority hereunder shall be made within six (6) months subsequent to the effective date of termination of the Lease pursuant to Section 17 hereof but in no event shall payment or a tender of payment be or be deemed to be a condition either precedent or subsequent to the termination of this Lease as provided in Section 17 hereof. The Lessee shall not be entitled to any interest whatsoever on said payment.

(i) (1) The Lessee recognizes that Permit No. AX-821 is of an indefinite duration (subject to earlier revocation or termination as provided for therein) and that the Port

Authority as a public agency is entrusted with the operation of the Airport. The Lessee further recognizes that the Port Authority may from time to time and at any time during the effective period of Permit No. AX-821 propose changes in Permit No. AX-821, as the Port Authority may deem necessary, desirable or appropriate. If within thirty (30) days after receipt of any proposed agreement submitted by the Port Authority setting forth such changes the Lessee shall either fail to execute and deliver such proposed agreement to the Port Authority or fail to notify the Port Authority in writing of its objection to all or any of the proposed changes, and the Port Authority elects to revoke Permit No. AX-821 without cause pursuant to Section 2(a)(i) of Permit No. AX-821, such revocation shall have the same effect on the Lease as provided in Section 17 hereof except there shall be no obligation of any kind of the Port Authority to reimburse the Lessee for its Unamortized Investment or for any other amount on account of the Cost of the Construction Work or otherwise. If the Lessee notifies the Port Authority within thirty (30) days after receipt of the proposed agreement setting forth such changes of the Lessee's objections to such changes, or any of them, then the Port Authority agrees to meet with the Lessee as promptly as possible thereafter to discuss the Lessee's objections. In the event that within fifteen (15) days after such meeting the Lessee has not executed the proposed agreement or such revised proposed agreement as may be resubmitted to the Lessee by the Port Authority and the Port Authority elects to revoke Permit No. AX-821 without cause pursuant to Section 2(a)(i) of Permit No. AX-821, such revocation shall have the same effect on the Lease as provided in Section 17 hereof except there shall be no obligation of any kind of the Port Authority to reimburse the Lessee for its Unamortized Investment or otherwise.

(2) Notwithstanding the foregoing the Lessee shall be entitled to the Unamortized Investment if any court of competent jurisdiction shall, subject to final appeal, determine that under all the circumstances the Lessee should be paid for the same. The court in determining whether the Lessee is to be paid shall balance the interests of the parties in arriving at a determination which either (i) affirms the obligation of the Port Authority to make payment to the Lessee pursuant to paragraph (f) hereof or (ii) affirms the provisions of the foregoing paragraph (i)(1) which releases the Port Authority from such reimbursement obligation. In making its determination the court shall consider the reasons advanced by the Port Authority for the changes it proposed to make in Permit No. AX-821 and the reasons advanced by the Lessee for its unwillingness to accept such changes. A determination by the court in favor of the Lessee shall not necessarily mean that the Port Authority's proposed changes were in fact unreasonable but only that under all the circumstances a refusal of the Lessee to agree to such changes should not result in a loss of its Unamortized Investment and on the other hand a determination by the court in favor of the Port Authority shall mean only that the objections of the Lessee to the proposed changes in Permit No. AX-821 should not result in the financial burden on the Port Authority to pay the Unamortized Investment.

(3) The Lessee may wish to execute the agreement containing proposed changes to Permit No. AX-821 without prejudice to its right to a judicial determination as provided in paragraph (i)(2) hereof and thus be permitted pending such determination to continue to operate at the Airport and at LaGuardia Airport under Permit No. AX-821. If it so wishes, the Lessee shall execute the agreement containing the proposed changes to Permit No. AX-821 submitted by the Port Authority (hereinafter called the "*Executed Agreement*") and shall deliver the same to the Port Authority together with a written notice stating that it has not

waived its right for a judicial determination. In the event that within six months after the execution and delivery to the Port Authority of the Executed Agreement the Lessee commences a proceeding seeking a judicial determination hereunder and there is thereafter a final determination of a court of competent jurisdiction (not subject to further appeal) in favor of the Lessee, then within thirty (30) days after the entry of said final order or judgment of the court the Port Authority shall give written notice to the Lessee as to whether or not the Port Authority desires that the provisions in the Executed Agreement be continued. If the Port Authority does not desire that the provisions in the Executed Agreement be continued then such provisions shall be deemed void and of no further force or effect as of the date of said written notice. If the Port Authority desires that the provisions of the Executed Agreement be continued and within thirty (30) days thereafter the Lessee does not advise the Port Authority in writing that it is agreeable to the continuation of the Executed Agreement then at the expiration of said thirty (30) day period the provisions of the Executed Agreement shall be deemed void and of no further force or effect. The Permit then to be in effect shall be in the form it is then in except for the Executed Agreement. In the event the Port Authority thereafter revokes Permit No. AX-821 upon the refusal of the Lessee to continue in effect the provisions of the Executed Agreement, the reimbursement obligation of the Port Authority pursuant to paragraph (f) of this Section shall be in full force and effect as of the effective date of the revocation of Permit No. AX-821. Regardless of the final judicial determination hereunder, whether in favor of the Lessee or the Port Authority, it is hereby specifically agreed that all provisions of the Executed Agreement as they were in full force and effect during the period when they were in effect shall not be challenged or retroactively changed nor shall the existence of the Executed Agreement be grounds for any claims by the Lessee against the Port Authority for damages consequential or otherwise.

(4) The foregoing subparagraphs (1), (2) and (3) of this paragraph (i) shall be of no force or effect with respect to any changes to Permit No. AX-821 proposed by the Port Authority relating to an increase in the fees payable under Permit No. AX-821.

Section 21. The Lessee's Commitment to Increase Minority and Women Vendors, Purchases and Non-Construction Contractors.

(a) The Port Authority has a long-standing policy of encouraging Minority Business Enterprises (*MBE's*) and Women Business Enterprises (*WBE's*) to seek business opportunities at its facilities. For the purposes of this Section, an MBE or WBE is a firm that is at least 51 percent owned and controlled by one or more citizens or permanent resident aliens of the United States who are minorities or women and whose ownership and control is real, substantial and continuing. For the purposes of this definition the term "owned and controlled" means having the day-to-day responsibility for running and making the important decisions affecting the business enterprise. A minority is a member of any of the following groups:

(1) Black (all persons having origins in any of the Black African racial groups, not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, Australia or the Pacific Islands); and

(4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

Certification as to MBE or WBE status requires approval by the Port Authority's Office of Minority Business Development.

(b) Overall participation by certified third-party MBEs/WBEs in furnishing non-construction services, supplies (including comestibles and beverages), equipment, products and other articles exclusive of automotive fleet purchases (all the foregoing exclusive of automotive fleet purchases are hereinafter called the "*Covered Articles*") used by the Lessee in its operations at John F. Kennedy International, LaGuardia and Newark Liberty International Airports of a value in the aggregate equal to at least thirty-five percent (35%) of the amount paid by the Lessee for Covered Articles purchased or otherwise furnished to the Lessee during each calendar year occurring during the term of the letting hereunder is the goal of this Agreement. It is hereby agreed and understood that "Covered Articles" shall include all operation, maintenance and repair of the premises or any portion thereof and, further, that there shall not be included in the Covered Articles any services, supplies, equipment and other articles which are furnished or purchased pursuant to a national contract of the Lessee in existence on the effective date of the Agreement but that Covered Services shall include all services, supplies, equipment and other articles which are furnished or purchased pursuant to a national contract entered into or extended after said effective date.

(c) The Lessee, to the maximum extent feasible and consistent with the exercise of good business judgment, including without limitation, the consideration of cost competitiveness, shall make good faith efforts to achieve said goal. In meeting the said commitment the Lessee agrees to submit to the Port Authority for its review and approval its plan to meet said goal, including the specific steps to be taken by the Lessee to meet said goal and the name of the individual who will be responsible for implementing said goal on behalf of the Lessee, within 60 days after the execution of this Agreement. The Lessee shall incorporate in the said plan such revisions and changes which the Port Authority initially or from time to time may reasonably require. The Lessee throughout the term of this Agreement shall document its efforts in implementing the said plan, shall keep the Port Authority fully advised of the Lessee's progress in implementing the said plan and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request, including but not limited to quarterly reports.

(d) Such good faith efforts shall include at least the following:

(1) Dividing the services and items to be purchased, contracted or subcontracted into smaller portions where feasible.

(2) Actively and affirmatively soliciting bids for purchase orders, contracts and subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Lessee shall maintain records detailing the efforts made to provide for MBE and WBE participation in the Lessee's operations under this Lease, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected, the reason for such decision.

(3) Making plans and specifications for prospective services and items to be purchased or contracted available to MBEs and WBEs in sufficient time for review.

(4) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources who shall then be approved for certification as MBEs/WBEs as above required for the purpose of their bidding as such vendors, contractors and subcontractors.

(5) Encouraging the formation of joint ventures, partnerships or other similar arrangements among contractors or subcontractors, where appropriate, toward meeting the said goal.

(6) Insuring that provision is made to provide payments and, if appropriate, progress payments, to MBEs and WBEs on a timely basis.

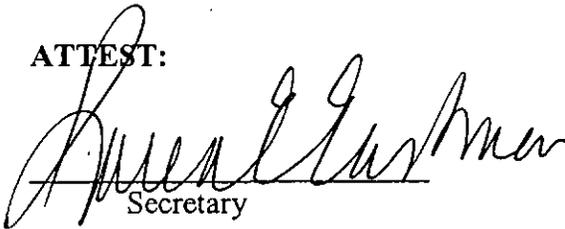
(7) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

(8) Submitting written quarterly reports to the Port Authority (Office of Minority Business Development, 225 Park Avenue South, New York, NY 10003) detailing the Lessee's efforts towards compliance with the provisions hereof.

Section 22. Entire Agreement. This Agreement consists of the following: Sections 1 through 22, Exhibit A, Exhibit 11.1 and Schedule A, Schedule E and Schedule F 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 and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Port Authority and the Lessee have executed these presents as of the date first written above.

ATTEST:


Secretary

**THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY**

By: 

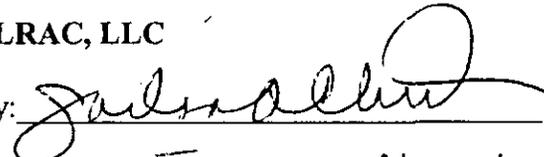
Printed Name: Lysa C. Scully

Title: Asst. Director, CCBS

ATTEST:


Secretary WITNESS
VP of Daily Rental
Jill Lane

ELRAC, LLC

By: 

Printed Name: Jackson A. Church

Title: VP/GM

APPROVED	
FORM	TERMS
<u>ud</u>	<u>EB</u>



Ex. 4

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
**JOHN F. KENNEDY
INTERNATIONAL AIRPORT**
07 - 21 - 08 (69 - 0) JFK09 - 015

EXHIBIT A

INITIALED 
FOR THE PORT AUTHORITY

FOR THE LESSEE

EXHIBIT 11.1

FIGURES

Ex. 4

Sheet 1 of



**THE PORT AUTHORITY
OF NY & NJ**

CAD

No.	Date	Revision	Approved
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ENGINEERING DEPARTMENT

**JOHN F. KENNEDY
INTERNATIONAL
AIRPORT**

ENVIRONMENTAL

Title

**BUILDING 68
BASELINE
INVESTIGATION**

**SITE
LOCATION
MAP**

This drawing subject to conditions in contract. All inventions, ideas, designs and methods herein are reserved to Port Authority and may not be used without its written consent.

TC	SA	KL
Designed by	Drawn by	Checked by

Date

Contract
Number

Drawing
Number **FIGURE 1**

PICTURE NUMBER

TABLES

Table 1
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Boring and Monitoring Well Installation Data Summary

Well/Boring Identification	Date Installed	Depth of Boring	Depth of Well	Surface Elevation	Casing Elevation	Survey Coordinates	
						Easting	Northing
B69-MW-01	9/18/2007	14	11.5	13.234	12.864	64687.8	-54523.3
B69-MW-02	9/17/2007	10	9	11.446	11.076	64698.7	-54614.9
B69-MW-03	9/18/2007	10	9	12.261	11.811	64751.2	-54639.7
B69-MW-04	9/17/2007	12	10.5	11.289	10.939	64730.4	-54691.2
B69-MW-05	9/18/2007	12	10.5	12.868	12.298	64791.5	-54714.1
B69-MW-06	9/21/2007	12	10.3	12.419	11.759	64776.6	-54764.9
B69-MW-07	9/24/2007	12	10	13.361	12.881	64858.2	-54755.8
B69-MW-08	9/21/2007	14	11.6	14.078	13.778	64969.8	-54667.5
B69-MW-09	9/24/2007	10	8	13.565	13.165	65007.4	-54609.7
B69-MW-10	9/19/2007	12	11.5	13.169	12.819	64746.6	-54479.7
B69-MW-11	9/20/2007	12	11.5	12.994	12.614	64854.8	-54453.2
B69-MW-12	9/19/2007	12	11	13.624	13.344	64767.2	-54544.7
B69-MW-13	9/20/2007	14	11.5	14.103	13.813	64860	-54517.9

All measurements are in feet
 Survey coordinates are in the local (Queens) system

Table 2
John F. Kennedy International Airport
Building 69
Baseline Investigation
Monitoring Well Gauging Summary and Groundwater Table Elevations

Well Identification	Date Gauged	Depth of Well	Depth to Water	Casing Elevation	Groundwater Elevation
B69-MW-01	10/1/2007	11.09	5.82	12.864	7.044
B69-MW-02	10/1/2007	8.71	4.32	11.076	6.756
B69-MW-03	10/1/2007	8.65	5.02	11.811	6.791
B69-MW-04	10/1/2007	10.06	4.39	10.939	6.549
B69-MW-05	10/1/2007	9.5	5.69	12.298	6.608
B69-MW-06	10/1/2007	9.57	5.56	11.759	6.199
B69-MW-07	10/1/2007	9.09	6.51	12.881	6.371
B69-MW-08	10/1/2007	10.17	6.65	13.778	7.128
B69-MW-09	10/1/2007	7.49	5.74	13.165	7.425
B69-MW-10	10/1/2007	11.09	5.71	12.819	7.109
B69-MW-11	10/1/2007	10.78	4.95	12.614	7.664
B69-MW-12	10/1/2007	10.69	6.17	13.344	7.174
B69-MW-13	10/1/2007	11.03	6.37	13.813	7.443

All measurements are in feet

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Volatile Organic Compounds

Chemical Name	Location ID	Sample Date	Start Depth	End Depth	Unit
1,1,1-Trichloroethane	B69-MW-01	9/18/2007	0.5	2	mg/Kg
1,1,2,2-Tetrachloroethane	B69-MW-01	9/18/2007	6	6.5	mg/Kg
1,1,2-Trichloroethane	B69-MW-02	9/17/2007	0.7	2	mg/Kg
1,1-Dichloroethane	B69-MW-02	9/17/2007	4	6	mg/Kg
1,1-Dichloroethylene	B69-MW-03	9/18/2007	0.5	2	mg/Kg
1,2,3-Trichloropropane	B69-MW-03	9/18/2007	4	5.5	mg/Kg
1,2,4-Trimethylbenzene	B69-MW-04	9/17/2007	0.5	2	mg/Kg
1,2-Dichlorobenzene	B69-MW-04	9/17/2007	4	6	mg/Kg
1,2-Dichloroethane	B69-MW-05	9/18/2007	0.5	2	mg/Kg
1,2-Dichloropropane					mg/Kg
1,3,5-Trimethylbenzene					mg/Kg
1,3-Dichlorobenzene					mg/Kg
1,3-Dichloropropane					mg/Kg
1,4-Dichlorobenzene					mg/Kg
1,4-Dioxane					mg/Kg
113 Freon (1,1,2 Trichloro-1,2,2 Trifluoroethane)					mg/Kg
2-Butanone					mg/Kg
2-Chloroethyl Vinyl Ether					mg/Kg
2-Hexanone					mg/Kg
4-Isopropyltoluene					mg/Kg
4-Methyl-2-Pentanone					mg/Kg
Acetone					mg/Kg
Acrolein					mg/Kg
Acrylonitrile					mg/Kg
Benzene					mg/Kg
Bromodichloromethane					mg/Kg
Bromoform					mg/Kg
Bromomethane					mg/Kg

mg/Kg Milligram per kilogram
U Not detected at MDL
J Detected below MDL
B Detected in blank
BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Volatile Organic Compounds

Chemical Name	Location ID	Sample Date	Start Depth	End Depth	Unit
Carbon Disulfide	B69-MW-01	9/18/2007	0.5	2	
Carbon Tetrachloride	B69-MW-01	9/18/2007	6	6.5	
Chlorobenzene	B69-MW-02	9/17/2007	0.7	2	
Chloroethane	B69-MW-02	9/17/2007	4	6	
Chloroform	B69-MW-03	9/18/2007	0.5	2	
Chloromethane	B69-MW-03	9/18/2007	4	5.5	
cis-1,2-Dichloroethene	B69-MW-04	9/17/2007	0.5	2	
cis-1,3-Dichloropropene	B69-MW-04	9/17/2007	4	6	
Dibromochloromethane	B69-MW-05	9/18/2007	0.5	2	
Dichlorodifluoromethane					
Ethylbenzene					
Isopropyl benzene					
m&p-Xylenes					
Methyl tertiary butyl ether					
Methylene Chloride					
n-Butylbenzene					
n-Propylbenzene					
o-Xylene					
sec-Butylbenzene					
Styrene (Monomer)					
tert-Butyl Alcohol					
tert-Butylbenzene					
Tetrachloroethylene					
Toluene					
trans-1,2-Dichloroethylene					
trans-1,3-Dichloropropene					
Trichloroethylene					
Trichlorofluoromethane					
Vinyl Chloride					

mg/kg Milligram per kilogram

U Not detected at MDL

J Detected below MDL

B Detected in blank

BOLD indicates analyte detected

Table 3
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Soil Sample Results Summary
 Volatile Organic Compounds

Chemical Name	Unit	B69-MTW-05	B69-MTW-06	B69-MTW-06	B69-MTW-07	B69-MTW-07	B69-MTW-07	B69-MTW-08	B69-MTW-08	B69-MTW-09	B69-MTW-09
	Sample Date	9/18/2007	9/21/2007	9/21/2007	9/24/2007	9/24/2007	9/24/2007	9/21/2007	9/21/2007	9/24/2007	9/24/2007
	Start Depth	5	0.9	6	1	6	1	7	7.5	1	4
	End Depth	6	2	6.9	2	7	2			2	5.5
1,1,1-Trichloroethane	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,1,2,2-Tetrachloroethane	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,1,2-Trichloroethane	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,1-Dichloroethane	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,1-Dichloroethylene	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,2,3-Trichloropropane	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,2,4-Trimethylbenzene	mg/Kg	0.0011 U	0.0011 U	0.0012 U	0.0011 U	0.0012 U	0.0011 U				
1,2-Dichlorobenzene	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,2-Dichloroethane	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,2-Dichloropropane	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,3,5-Trimethylbenzene	mg/Kg	0.0011 U	0.0011 U	0.0012 U	0.0011 U	0.0012 U	0.0011 U				
1,3-Dichlorobenzene	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,3-Dichloropropane	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,4-Dichlorobenzene	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
1,4-Dioxane	mg/Kg	0.28 U	0.26 U	0.30 U	0.26 U	0.29 U	0.27 U	0.28 U	0.28 U	0.28 U	0.28 U
113 Freon (1,1,2 Trichloro-1,2,2 Trifluoroethane)	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
2-Butanone	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
2-Chloroethyl Vinyl Ether	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
2-Hexanone	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
4-Isopropyltoluene	mg/Kg	0.0011 U	0.0011 U	0.0012 U	0.0011 U	0.0012 U	0.0011 U				
4-Methyl-2-Pentanone	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
Acetone	mg/Kg	0.028 U	0.026 U	0.030 U	0.026 U	0.029 U	0.027 U	0.028 U	0.017 J	0.028 U	0.028 U
Acrolein	mg/Kg	0.028 U	0.026 U	0.030 U	0.026 U	0.029 U	0.027 U	0.028 U	0.028 U	0.028 U	0.028 U
Acrylonitrile	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
Benzene	mg/Kg	0.0011 U	0.0011 U	0.0012 U	0.0011 U	0.0012 U	0.0011 U				
Bromodichloromethane	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
Bromoform	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U
Bromomethane	mg/Kg	0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U	0.0056 U

mg/Kg Milligram per kilogram
 U Not detected at MDL
 J Detected below MDL
 B Detected in blank
 BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Volatile Organic Compounds

Chemical Name	Location ID	Sample Date	Start Depth	End Depth	Unit
Carbon Disulfide	B69-MW-05	9/18/2007	5	6	mg/Kg
Carbon Tetrachloride	B69-MW-06	9/21/2007	0.9	2	mg/Kg
Chlorobenzene	B69-MW-06	9/21/2007	6	6.9	mg/Kg
Chloroethane	B69-MW-07	9/24/2007	1	2	mg/Kg
Chloroform	B69-MW-07	9/24/2007	6	7	mg/Kg
Chloromethane	B69-MW-08	9/21/2007	1	2	mg/Kg
cis-1,2-Dichloroethene	B69-MW-08	9/21/2007	7	7.5	mg/Kg
cis-1,3-Dichloropropene	B69-MW-09	9/24/2007	1	2	mg/Kg
Dibromochloromethane	B69-MW-09	9/24/2007	4	5.5	mg/Kg
Dichlorodifluoromethane					
Ethylbenzene					
Isopropyl benzene					
m&p-Xylenes					
Methyl tertiary butyl ether					
Methylene Chloride					
n-Butylbenzene					
n-Propylbenzene					
o-Xylene					
sec-Butylbenzene					
Styrene (Monomer)					
tert -Butyl Alcohol					
tert-Butylbenzene					
Tetrachloroethylene					
Toluene					
trans-1,2-Dichloroethylene					
trans-1,3-Dichloropropene					
Trichloroethylene					
Trichlorofluoromethane					
Vinyl Chloride					

mg/Kg Milligram per kilogram
U Not detected at MDL.
J Detected below MDL
B Detected in blank
BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Volatile Organic Compounds

Chemical Name	Unit	B69-MW-10 9/19/2007	B69-MW-10 9/19/2007	B69-MW-11 9/20/2007	B69-MW-11 9/20/2007	B69-MW-12 9/19/2007	B69-MW-12 9/19/2007	B69-MW-13 9/19/2007	B69-MW-13 9/19/2007
	Start Depth	0.5	6	0.5	5.5	0.5	6	1	6
	End Depth	2	6.5	1	6	2	6.5	2	6.5
	Location ID	B69-MW-10	B69-MW-10	B69-MW-11	B69-MW-11	B69-MW-12	B69-MW-12	B69-MW-13	B69-MW-13
	Sample Date	9/19/2007	9/19/2007	9/20/2007	9/20/2007	9/19/2007	9/19/2007	9/19/2007	9/19/2007
1,1,1-Trichloroethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,1,2,2-Tetrachloroethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,1,2-Trichloroethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,1-Dichloroethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,1-Dichloroethylene	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,2,3-Trichloropropane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,2,4-Trimethylbenzene	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
1,2-Dichlorobenzene	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,2-Dichloroethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,2-Dichloropropane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,3,5-Trimethylbenzene	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
1,3-Dichlorobenzene	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,3-Dichloropropane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,4-Dichlorobenzene	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
1,4-Dioxane	mg/Kg	0.57 U	0.57 U	0.27 U	0.43 U	0.55 U	0.55 U	0.54 U	0.57 U
1,1,1,2-Trichloro-1,2,2-Trifluoroethane)	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
2-Butanone	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
2-Chloroethyl Vinyl Ether	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
2-Hexanone	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
4-Isopropyltoluene	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
4-Methyl-2-Pentanone	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Acetone	mg/Kg	0.038	0.037	0.035	0.043 J	0.027 U	0.027 U	0.027 U	0.029 U
Acrolein	mg/Kg	0.028 U	0.028 U	0.027 U	0.043 U	0.027 U	0.027 U	0.027 U	0.029 U
Acrylonitrile	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Benzene	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
Bromodichloromethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Bromoform	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Bromomethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U

mg/Kg Milligram per kilogram
U Not detected at MDL
J Detected below MDL
B Detected in blank
BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Volatile Organic Compounds

Chemical Name	Unit	B69-MW-10 9/19/2007	B69-MW-10 9/19/2007	B69-MW-11 9/20/2007	B69-MW-11 9/20/2007	B69-MW-12 9/19/2007	B69-MW-12 9/19/2007	B69-MW-13 9/19/2007	B69-MW-13 9/19/2007
Location ID		B69-MW-10	B69-MW-10	B69-MW-11	B69-MW-11	B69-MW-12	B69-MW-12	B69-MW-13	B69-MW-13
Sample Date		9/19/2007	9/19/2007	9/20/2007	9/20/2007	9/19/2007	9/19/2007	9/19/2007	9/19/2007
Start Depth		0.5	6	0.5	5.5	0.5	6	1	6
End Depth		2	6.5	1	6	2	2	2	6.5
Carbon Disulfide	mg/Kg	0.0093	0.0045 J	0.0052 J	0.0044 J	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Carbon Tetrachloride	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Chlorobenzene	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Chloroethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Chloroform	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Chloromethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
cis-1,2-Dichloroethene	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
cis-1,3-Dichloropropene	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Dibromochloromethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Dichlorodifluoromethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Ethylbenzene	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
Isopropyl benzene	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
m&p-Xylenes	mg/Kg	0.0023 U	0.0023 U	0.0022 U	0.0034 U	0.0022 U	0.0022 U	0.0022 U	0.0023 U
Methyl tertiary butyl ether	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.041	0.0011 U	0.0011 U	0.0011 U	0.0011 U
Methylene Chloride	mg/Kg	0.016 B	0.019 B	0.028 B	0.019 B	0.016 B	0.015 B	0.013 B	0.012 B
n-Butylbenzene	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
n-Propylbenzene	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
o-Xylene	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
sec-Butylbenzene	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
Styrene (Monomer)	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
tert-Butyl Alcohol	mg/Kg	0.028 U	0.028 U	0.027 U	0.043 U	0.027 U	0.027 U	0.027 U	0.029 U
tert-Butylbenzene	mg/Kg	0.0011 U	0.0011 U	0.0011 U	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
Tetrachloroethylene	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Toluene	mg/Kg	0.0011 U	0.0013	0.0014	0.0017 U	0.0011 U	0.0011 U	0.0011 U	0.0011 U
trans-1,2-Dichloroethylene	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
trans-1,3-Dichloropropene	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Trichloroethylene	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Trichlorofluoromethane	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U
Vinyl Chloride	mg/Kg	0.0057 U	0.0057 U	0.0055 U	0.0086 U	0.0055 U	0.0055 U	0.0054 U	0.0057 U

mg/Kg Milligram per kilogram
 U Not detected at MDL
 J Detected below MDL
 B Detected in blank
 BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Semivolatile Organic Compounds

Chemical Name	Location ID	Sample Date	Start Depth	End Depth	Unit	B69-MW-01	B69-MW-01	B69-MW-02	B69-MW-02	B69-MW-03	B69-MW-03	B69-MW-03	B69-MW-04	B69-MW-04	B69-MW-05
1,2,4-Trichlorobenzene	B69-MW-01	9/18/2007	0.5	2	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
1,2-Benzophenanthracene	B69-MW-01	9/18/2007	6	6.5	mg/Kg	0.077 J	0.39 U	0.14 J	0.37 U	0.36 U	0.38 U	0.12 J	0.38 U	0.085 J	0.37 U
1,2-Diphenylhydrazine	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2,4,5-Trichlorophenol	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2,4,6-Trichlorophenol	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2,4-Dichlorophenol	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2,4-Dinitrophenol	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2,4-Dinitrotoluene	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2,6-Dinitrotoluene	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2-Chloronaphthalene	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2-Chlorophenol	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2-Methylnaphthalene	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2-Methylphenol	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2-Nitroaniline	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
2-Nitrophenol	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
3,3'-Dichlorobenzidine	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
3-Nitroaniline	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
4,6-Dinitro-o-cresol	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
4-Bromophenylphenyl ether	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
4-Chloro-3-methylphenol	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
4-Chlorophenylphenyl ether	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
4-Methylphenol	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
4-Nitrophenol	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
Acenaphthene	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
Acenaphthylene	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
Aniline	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
Anthracene	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.047 J	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U
Benzidine	B69-MW-01	9/18/2007	0.36 U	0.39 U	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U	0.37 U

mg/Kg Milligram per kilogram
 U Not detected at MDL
 J Detected below MDL
BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Semivolatile Organic Compounds

Chemical Name	Unit	B69-MW-01 9/18/2007	B69-MW-01 9/18/2007	B69-MW-02 9/17/2007	B69-MW-02 9/17/2007	B69-MW-03 9/18/2007	B69-MW-03 9/18/2007	B69-MW-04 9/17/2007	B69-MW-04 9/17/2007	B69-MW-05 9/18/2007
	Start Depth	0.5	6	0.7	4	0.5	4	0.5	4	0.5
	End Depth	2	6.5	2	6	2	5.5	2	6	2
Benzof[a]anthracene	mg/Kg	0.085 J	0.39 U	0.11 J	0.37 U	0.038 J	0.38 U	0.10 J	0.38 U	0.066 J
Benzof[a]pyrene	mg/Kg	0.068 J	0.39 U	0.11 J	0.37 U	0.037 J	0.38 U	0.072 J	0.38 U	0.057 J
Benzof[b]fluoranthene	mg/Kg	0.10 J	0.39 U	0.20 J	0.37 U	0.048 J	0.38 U	0.12 J	0.042 J	0.11 J
Benzof[g,h,i]perylene	mg/Kg	0.071 J	0.39 U	0.14 J	0.37 U	0.042 J	0.38 U	0.079 J	0.039 J	0.068 J
Benzof[k]fluoranthene	mg/Kg	0.047 J	0.39 U	0.076 J	0.37 U	0.36 U	0.38 U	0.049 J	0.38 U	0.042 J
Benzoic acid	mg/Kg	0.36 U	0.39 U	0.38 U	0.93 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
Benzyl Butyl Phthalate	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
bis(2-chloroethoxy)methane	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
bis(2-chloroethyl)ether	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
bis(2-chloroisopropyl)ether	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
bis(2-Ethylhexyl)phthalate	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.043 J	0.38 U	0.37 U	0.10 J	0.37 U
Carbazole	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
Dibenz[a,h]anthracene	mg/Kg	0.36 U	0.39 U	0.045 J	0.37 U	0.36 U	0.38 U	0.037 J	0.38 U	0.37 U
Dibenzofuran	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
Diethyl Phthalate	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
Dimethyl Phthalate	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
Di-n-butyl phthalate	mg/Kg	0.36 U	0.053 J	0.38 U	0.37 U	0.062 J	0.38 U	0.047 J	0.041 J	0.37 U
Di-n-octyl phthalate	mg/Kg	0.36 U	0.39 U	0.38 U	0.93 U	0.36 U	0.38 U	0.071 J	0.075 J	0.051 J
Fluoranthene	mg/Kg	0.16 J	0.39 U	0.18 J	0.37 U	0.36 U	0.38 U	0.15 J	0.040 J	0.11 J
Fluorene	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
Hexachloro-1,3-Butadiene	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
Hexachlorobenzene	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
Hexachlorocyclopentadiene	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
Hexachloroethane	mg/Kg	0.91 U	0.97 U	0.95 U	0.37 U	0.90 U	0.95 U	0.93 U	0.96 U	0.92 U
Indeno[1,2,3-cd]pyrene	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
Isophorone	mg/Kg	0.060 J	0.39 U	0.11 J	0.37 U	0.36 U	0.38 U	0.076 J	0.38 U	0.061 J
Naphthalene	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
Nitrobenzene	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U
n-Nitrosodimethylamine	mg/Kg	0.36 U	0.39 U	0.38 U	0.37 U	0.36 U	0.38 U	0.37 U	0.38 U	0.37 U

mg/Kg Milligram per kilogram
U Not detected at MDL
J Detected below MDL
BOLD indicates analyte detected

Table 3
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Soil Sample Results Summary
 Semivolatile Organic Compounds

Chemical Name	Unit	B69-MW-01 9/18/2007	B69-MW-02 9/17/2007	B69-MW-03 9/18/2007	B69-MW-04 9/17/2007	B69-MW-05 9/18/2007
n-Nitroso-di-n-propylamine	mg/Kg	0.36 U	0.39 U	0.37 U	0.38 U	0.37 U
n-Nitrosodiphenylamine	mg/Kg	0.36 U	0.39 U	0.37 U	0.38 U	0.37 U
p-Chloroaniline	mg/Kg	0.36 U	0.39 U	0.37 U	0.38 U	0.37 U
Pentachlorophenol	mg/Kg	0.91 U	0.97 U	0.93 U	0.95 U	0.92 U
Phenanthrene	mg/Kg	0.087 J	0.39 U	0.37 U	0.38 U	0.085 J
Phenol	mg/Kg	0.36 U	0.39 U	0.37 U	0.38 U	0.37 U
p-Nitroaniline	mg/Kg	0.36 U	0.39 U	0.37 U	0.38 U	0.37 U
Pyrene	mg/Kg	0.21 J	0.39 U	0.37 U	0.048 J	0.12 J

mg/kg Milligram per kilogram
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Table 3
John F. Kennedy International Airport
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Baseline Investigation
Soil Sample Results Summary
Semivolatile Organic Compounds

Chemical Name	Location ID	B69-MW-05	B69-MW-06	B69-MW-06	B69-MW-07	B69-MW-07	B69-MW-08	B69-MW-08	B69-MW-09	B69-MW-09
	Sample Date	9/18/2007	9/21/2007	9/21/2007	9/24/2007	9/24/2007	9/21/2007	9/21/2007	9/24/2007	9/24/2007
	Start Depth	5	0.9	6	1	6	1	7	1	4
	End Depth	6	2	6.9	2	7	2	7.5	2	5.5
	Unit									
1,2,4-Trichlorobenzene	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
1,2-Benzphenanthracene	mg/Kg	0.38 U	0.17 J	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
1,2-Diphenylhydrazine	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2,4,5-Trichlorophenol	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2,4,6-Trichlorophenol	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2,4-Dichlorophenol	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2,4-Dimethylphenol	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2,4-Dinitrophenol	mg/Kg	0.95 U	2.6 U	1.0 U	0.88 U	0.97 U	2.7 U	0.93 U	0.93 U	0.94 U
2,4-Dinitrotoluene	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2,6-Dinitrotoluene	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2-Chloronaphthalene	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2-Chlorophenol	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2-Methylnaphthalene	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2-Methylphenol	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2-Nitroaniline	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
2-Nitrophenol	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
3,3'-Dichlorobenzidine	mg/Kg	0.95 U	1.1 U	0.41 U	0.35 U	0.97 U	1.1 U	0.37 U	0.37 U	0.37 U
3-Nitroaniline	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
4,6-Dinitro-o-cresol	mg/Kg	0.95 U	2.6 U	1.0 U	0.88 U	0.97 U	2.7 U	0.93 U	0.93 U	0.94 U
4-Bromophenylphenyl ether	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
4-Chloro-3-methylphenol	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
4-Chlorophenylphenyl ether	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
4-Methylphenol	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
4-Nitrophenol	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
Acenaphthene	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
Acenaphthylene	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
Aniline	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
Anthracene	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U
Benzidine	mg/Kg	0.95 U	1.1 U	0.41 U	0.35 U	0.97 U	1.1 U	0.37 U	0.37 U	0.37 U

mg/kg Milligram per kilogram
U Not detected at MDL
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Table 3
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Soil Sample Results Summary
 Semivolatile Organic Compounds

Chemical Name	Location ID	Sample Date	Start Depth	End Depth	Unit	B69-MW-05	B69-MW-06	B69-MW-06	B69-MW-06	B69-MW-07	B69-MW-07	B69-MW-07	B69-MW-08	B69-MW-08	B69-MW-09	B69-MW-09	B69-MW-09
n-Nitroso-di-n-propylamine	B69-MW-05	9/18/2007	5	6	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U
n-Nitrosodiphenylamine	B69-MW-06	9/21/2007	0.9	2	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U
p-Chloroaniline	B69-MW-06	9/21/2007	6	6.9	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U
Pentachlorophenol	B69-MW-07	9/24/2007	1	2	mg/Kg	0.95 U	2.6 U	1.0 U	0.88 U	0.97 U	2.7 U	0.93 U	0.93 U	0.93 U	0.93 U	0.94 U	0.94 U
Phenanthrene	B69-MW-08	9/21/2007	1	2	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U
Phenol	B69-MW-08	9/21/2007	1	2	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U
p-Nitroaniline	B69-MW-09	9/24/2007	1	2	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U
Pyrene	B69-MW-09	9/24/2007	4	5.5	mg/Kg	0.38 U	1.1 U	0.41 U	0.35 U	0.39 U	1.1 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U	0.37 U

mg/Kg Milligram per kilogram
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Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Semi-volatile Organic Compounds

Chemical Name	Location ID	Sample Date	Start Depth	End Depth	Unit	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg
1,2,4-Trichlorobenzene	B69-MW-10	9/19/2007	0.5	2		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
1,2-Benzphenanthracene	B69-MW-10	9/19/2007	6	6.5		0.30 J	0.38 U	0.14 J	0.57 U	0.37 U	0.37 U	0.36 U	1.3
1,2-Diphenylhydrazine	B69-MW-11	9/20/2007	0.5	1		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2,4,5-Trichlorophenol	B69-MW-11	9/20/2007	5.5	6		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2,4,6-Trichlorophenol	B69-MW-11	9/20/2007	0.5	2		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2,4-Dichlorophenol	B69-MW-12	9/19/2007	0.5	2		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2,4-Dimethylphenol	B69-MW-12	9/19/2007	6	6.5		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2,4-Dinitrophenol	B69-MW-13	9/19/2007	1	2		0.95 U	0.95 U	0.92 U	1.4 U	0.92 U	0.92 U	0.91 U	0.96 U
2,4-Dinitrotoluene	B69-MW-13	9/19/2007	6	6.5		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2,6-Dinitrotoluene	B69-MW-13	9/19/2007	0.5	2		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2-Chloronaphthalene	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2-Chlorophenol	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2-Methylnaphthalene	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2-Methylphenol	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2-Nitroaniline	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
2-Nitrophenol	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
3,3-Dichlorobenzidine	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
3-Nitroaniline	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
4,6-Dinitro-o-cresol	B69-MW-13	9/19/2007	0.95 U	0.95 U		0.95 U	0.95 U	0.92 U	1.4 U	0.92 U	0.92 U	0.91 U	0.96 U
4-Bromophenylphenyl ether	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
4-Chloro-3-methylphenol	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
4-Chlorophenylphenyl ether	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
4-Methylphenol	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
4-Nitrophenol	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
Acenaphthene	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
Acenaphthylene	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
Aniline	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
Anthracene	B69-MW-13	9/19/2007	0.041 J	0.041 J		0.041 J	0.041 J	0.041 J	0.57 U	0.37 U	0.37 U	0.36 U	0.58
Benzidine	B69-MW-13	9/19/2007	0.38 U	0.38 U		0.38 U	0.38 U	0.37 U	1.4 U	0.37 U	0.37 U	0.36 U	0.38 U

mg/Kg Milligram per kilogram
 U Not detected at MDL
 J Detected below MDL
 BOLD indicates analytic detected

Table 3
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Soil Sample Results Summary
 Semivolatile Organic Compounds

Chemical Name	Location ID	Sample Date	Start Depth	End Depth	Unit	B69-MW-10	B69-MW-10	B69-MW-11	B69-MW-11	B69-MW-12	B69-MW-12	B69-MW-13	B69-MW-13
n-Nitroso-di-n-propylamine	B69-MW-10	9/19/2007	0.5	2	mg/Kg	0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
n-Nitrosodiphenylamine	B69-MW-10	9/19/2007	6	6.5	mg/Kg	0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
p-Chloroaniline	B69-MW-10	9/19/2007	0.5	1	mg/Kg	0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
Pentachlorophenol	B69-MW-10	9/19/2007	0.5	1	mg/Kg	0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
Phenanthrene	B69-MW-10	9/19/2007	0.095 J	0.38 U	mg/Kg	0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	5.4
Phenol	B69-MW-10	9/19/2007	0.38 U	0.38 U	mg/Kg	0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
p-Nitroaniline	B69-MW-10	9/19/2007	0.38 U	0.38 U	mg/Kg	0.38 U	0.38 U	0.37 U	0.57 U	0.37 U	0.37 U	0.36 U	0.38 U
Pyrene	B69-MW-10	9/19/2007	0.34 J	0.38 U	mg/Kg	0.38 U	0.38 U	0.27 J	0.57 U	0.37 U	0.37 U	0.050 J	4.1

mg/Kg Milligram per kilogram
 U Not detected at MDL
 J Detected below MDL
 BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Metals

Chemical Name	Location ID	Unit	Start Date	End Depth																
Antimony	B69-MW-01	mg/Kg	9/18/2007	2	B69-MW-01	6.5	9/17/2007	2	B69-MW-02	4	9/18/2007	2	B69-MW-03	4	9/17/2007	2	B69-MW-04	4	B69-MW-05	0.5
Arsenic	B69-MW-01	mg/Kg	9/18/2007	0.5	B69-MW-01	6	9/17/2007	0.7	B69-MW-02	6	9/18/2007	0.5	B69-MW-03	2	9/17/2007	0.5	B69-MW-04	6	B69-MW-05	0.5
Barium	B69-MW-01	mg/Kg	9/18/2007	2	B69-MW-01	6.5	9/17/2007	2	B69-MW-02	6	9/18/2007	2	B69-MW-03	2	9/17/2007	2	B69-MW-04	6	B69-MW-05	0.5
Beryllium	B69-MW-01	mg/Kg	9/18/2007	16	B69-MW-01	16	9/17/2007	33	B69-MW-02	11	9/18/2007	32	B69-MW-03	11	9/17/2007	19	B69-MW-04	11	B69-MW-05	19
Cadmium	B69-MW-01	mg/Kg	9/18/2007	0.65 U	B69-MW-01	0.70 U	9/17/2007	0.68 U	B69-MW-02	0.67 U	9/18/2007	0.65 U	B69-MW-03	0.68 U	9/17/2007	0.67 U	B69-MW-04	0.69 U	B69-MW-05	0.66 U
Chromium	B69-MW-01	mg/Kg	9/18/2007	5.4 U	B69-MW-01	6.4	9/17/2007	20	B69-MW-02	5.6 U	9/18/2007	5.9	B69-MW-03	5.7 U	9/17/2007	7.6	B69-MW-04	6.5	B69-MW-05	5.5 U
Copper	B69-MW-01	mg/Kg	9/18/2007	11	B69-MW-01	25	9/17/2007	33	B69-MW-02	5.6	9/18/2007	65	B69-MW-03	6.0	9/17/2007	47	B69-MW-04	89	B69-MW-05	13
Lead	B69-MW-01	mg/Kg	9/18/2007	18	B69-MW-01	8.2	9/17/2007	27	B69-MW-02	5.6 U	9/18/2007	54	B69-MW-03	5.7 U	9/17/2007	21	B69-MW-04	89	B69-MW-05	13
Nickel	B69-MW-01	mg/Kg	9/18/2007	5.4 U	B69-MW-01	20	9/17/2007	5.7	B69-MW-02	5.6 U	9/18/2007	54	B69-MW-03	5.7 U	9/17/2007	21	B69-MW-04	89	B69-MW-05	13
Selenium	B69-MW-01	mg/Kg	9/18/2007	2.0 U	B69-MW-01	2.1 U	9/17/2007	2.0 U	B69-MW-02	2.0 U	9/18/2007	1.9 U	B69-MW-03	2.0 U	9/17/2007	2.0 U	B69-MW-04	2.1 U	B69-MW-05	2.0 U
Silver	B69-MW-01	mg/Kg	9/18/2007	1.6 U	B69-MW-01	1.7 U	9/17/2007	1.7 U	B69-MW-02	1.7 U	9/18/2007	1.6 U	B69-MW-03	1.7 U	9/17/2007	1.7 U	B69-MW-04	1.7 U	B69-MW-05	1.6 U
Thallium	B69-MW-01	mg/Kg	9/18/2007	1.3 U	B69-MW-01	1.4 U	9/17/2007	1.4 U	B69-MW-02	1.3 U	9/18/2007	1.3 U	B69-MW-03	1.4 U	9/17/2007	1.3 U	B69-MW-04	1.4 U	B69-MW-05	1.3 U
Zinc	B69-MW-01	mg/Kg	9/18/2007	20	B69-MW-01	15	9/17/2007	54	B69-MW-02	18	9/18/2007	53	B69-MW-03	17	9/17/2007	36	B69-MW-04	120	B69-MW-05	28

mg/kg Milligram per kilogram
U Not detected at MDL
BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Metals

Location ID	B69-MW-05	B69-MW-06	B69-MW-06	B69-MW-07	B69-MW-07	B69-MW-08	B69-MW-08	B69-MW-09	B69-MW-09
Sample Date	9/18/2007	9/21/2007	9/21/2007	9/24/2007	9/24/2007	9/21/2007	9/21/2007	9/24/2007	9/24/2007
Start Depth	5	0.9	6	1	6	1	7	1	4
End Depth	6	2	6.9	2	7	2	7.5	2	5.5
Chemical Name	Unit								
Antimony	mg/Kg	2.3 U	2.1 U	2.4 U	2.1 U	2.1 U	2.3 U	2.1 U	2.2 U
Arsenic	mg/Kg	2.3 U	2.1 U	2.4 U	2.1 U	2.1 U	2.3 U	2.2 U	2.2 U
Barium	mg/Kg	11 U	17	41	22	14	12 U	11 U	19
Beryllium	mg/Kg	0.68 U	0.63 U	0.73 U	0.63 U	0.64 U	0.70 U	0.67 U	0.67 U
Cadmium	mg/Kg	0.68 U	0.63 U	0.73 U	0.63 U	0.64 U	0.70 U	0.67 U	0.67 U
Chromium	mg/Kg	5.7 U	7.0	18	7.5	5.3 U	6.1	5.6 U	9.7
Copper	mg/Kg	5.7 U	9.2	27	9.6	7.4	5.8 U	6.9	14
Lead	mg/Kg	5.7 U	11	31	10	5.3 U	5.8 U	5.6 U	12
Nickel	mg/Kg	5.7 U	5.4	6.1 U	5.3 U	5.3 U	5.8 U	5.6 U	6.6
Selenium	mg/Kg	2.0 U	1.9 U	2.2 U	1.9 U	1.9 U	2.1 U	2.0 U	2.0 U
Silver	mg/Kg	1.7 U	1.6 U	2.1	1.6 U	1.6 U	1.7 U	1.7 U	1.7 U
Thallium	mg/Kg	1.4 U	1.3 U	1.5 U	1.3 U	1.3 U	1.4 U	1.3 U	1.3 U
Zinc	mg/Kg	11 U	20	22	11 U	11 U	16	11 U	17

mg/Kg Milligram per kilogram

U Not detected at MDL

BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Metals

Chemical Name	Location ID	Sample Date	Start Depth	End Depth	Unit	B69-MW-10	B69-MW-10	B69-MW-11	B69-MW-11	B69-MW-12	B69-MW-12	B69-MW-13	B69-MW-13
		9/19/2007	0.5	2		2.3 U	2.3 U	2.2 U	3.4 U	2.2 U	2.2 U	2.2 U	14
		9/19/2007	6	6.5		2.3 U	2.3 U	2.2 U	16	2.2 U	2.2 U	2.2 U	2.3 U
		9/20/2007	0.5	1		23	13	18	38	15	11 U	13	16
			0.68 U			0.68 U	0.68 U	0.66 U	1.0 U	0.66 U	0.66 U	0.65 U	0.69 U
			1.8			0.68 U	0.68 U	0.66 U	1.0 U	0.66 U	0.66 U	0.65 U	0.69 U
			7.5			9.5	6.2	51	5.5 U	5.5 U	5.5 U	9.1	6.9
			26			16	13	55	18	11	11	9.0	11
			44			6.2	17	33	33	12	5.5 U	9.1	11
			5.7 U			6.3	5.5 U	36	36	5.5 U	5.5 U	9.1	11
			2.0 U			2.0 U	2.0 U	3.1 U	3.1 U	2.0 U	2.0 U	5.4 U	5.7 U
			2.0 U			2.0 U	2.0 U	2.0 U	3.1 U	2.0 U	2.0 U	2.0 U	2.1 U
			1.7 U			1.7 U	1.6 U	1.6 U	2.6 U	1.6 U	1.6 U	1.6 U	1.7 U
			1.4 U			1.4 U	1.3 U	1.3 U	2.1 U	1.3 U	1.3 U	1.3 U	1.7 U
			86			18	28	97	97	17	37	17	34

mg/Kg Milligram per kilogram
U Not detected at MDL
BOLD indicates analyte detected

Table 3
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Soil Sample Results Summary
 Pesticides and PCBs

Chemical Name	Location ID	Sample Date	Start Depth	End Depth	Unit	
<i>Pesticides</i>	4,4'-DDD	B69-MW-01	0.0027 U	0.0029 U	0.0028 U	
	4,4'-DDE	B69-MW-01	0.0027 U	0.0029 U	0.0028 U	
	4,4'-DDT	B69-MW-01	0.0027 U	0.0029 U	0.0028 U	
	Aldrin	B69-MW-02	0.0054 U	0.0058 U	0.0057 U	
	alpha-BHC	B69-MW-02	0.0054 U	0.0058 U	0.0056 U	
	beta-BHC	B69-MW-02	0.0054 U	0.0058 U	0.0056 U	
	Chlordane	B69-MW-03	0.011 U	0.012 U	0.011 U	
	delta-BHC	B69-MW-03	0.0054 U	0.0058 U	0.0054 U	
	Dieldrin	B69-MW-03	0.010	0.0058 U	0.0056 U	
	Endosulfan I	B69-MW-03	0.0054 U	0.0058 U	0.0054 U	
	Endosulfan II	B69-MW-03	0.0054 U	0.0058 U	0.0054 U	
	Endosulfan Sulfate	B69-MW-03	0.0054 U	0.0058 U	0.0054 U	
	Endrin	B69-MW-03	0.0054 U	0.0058 U	0.0054 U	
	Endrin Aldelyde	B69-MW-03	0.0054 U	0.0058 U	0.0054 U	
	Endrin Ketone	B69-MW-03	0.0054 U	0.0058 U	0.0054 U	
	gamma-BHC (Lindane)	B69-MW-03	0.0054 U	0.0058 U	0.0054 U	
	Heptachlor	B69-MW-03	0.0054 U	0.0058 U	0.0054 U	
	Heptachlor Epoxide	B69-MW-03	0.0054 U	0.0058 U	0.0054 U	
	Methoxychlor	B69-MW-03	0.0054 U	0.0058 U	0.0054 U	
	Toxaphene	B69-MW-03	0.027 U	0.028 U	0.027 U	
	<i>PCBs</i>	Atroclor 1016	B69-MW-04	0.027 U	0.028 U	0.028 U
		Atroclor 1221	B69-MW-04	0.027 U	0.028 U	0.028 U
		Atroclor 1232	B69-MW-04	0.027 U	0.028 U	0.028 U
		Atroclor 1242	B69-MW-04	0.027 U	0.028 U	0.028 U
		Atroclor 1248	B69-MW-04	0.027 U	0.028 U	0.028 U
Atroclor 1254		B69-MW-04	0.027 U	0.028 U	0.028 U	
Atroclor 1260		B69-MW-04	0.027 U	0.028 U	0.028 U	
Atroclor-1262		B69-MW-04	0.027 U	0.028 U	0.028 U	
		B69-MW-05	0.029 U	0.028 U	0.028 U	
		B69-MW-05	0.029 U	0.028 U	0.028 U	

mg/kg Milligram per kilogram
 U Not detected at MDL
 d Indicates dilution
 BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Pesticides and PCBs

Chemical Name	Location ID	Sample Date	Start Depth	End Depth	Unit	B69-MW-05	B69-MW-06	B69-MW-06	B69-MW-07	B69-MW-07	B69-MW-07	B69-MW-08	B69-MW-08	B69-MW-09	B69-MW-09
Pesticides															
4,4'-DDD						0.0028 U	0.0026 U	0.0051	0.0026 U	0.0029 U	0.0029 U	0.0027 U	0.0028 U	0.0028 U	0.0028 U
4,4'-DDE						0.0028 U	0.0026 U	0.0030 U	0.0026 U	0.0029 U	0.0029 U	0.0027 U	0.0028 U	0.0028 U	0.0028 U
4,4'-DDT						0.0028 U	0.0026 U	0.0030 U	0.0026 U	0.0029 U	0.0029 U	0.0027 U	0.0028 U	0.0028 U	0.0028 U
Aldrin						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
alpha-BHC						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
beta-BHC						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
Chlordane						0.011 U	0.011 U	0.012 U	0.011 U	0.012 U	0.011 U				
delta-BHC						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
Dieldrin						0.0057 U	0.0083	0.018	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.034	0.011	0.0056 U
Endosulfan I						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
Endosulfan II						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
Endosulfan Sulfate						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
Endrin						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
Endrin Aldehyde						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
Endrin Ketone						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
gamma-BHC (Lindane)						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
Heptachlor						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
Heptachlor Epoxide						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
Methoxychlor						0.0057 U	0.0053 U	0.0061 U	0.0053 U	0.0058 U	0.0058 U	0.0053 U	0.0056 U	0.0056 U	0.0056 U
Toxaphene						0.028 U	0.026 U	0.030 U	0.026 U	0.029 U	0.029 U	0.027 U	0.028 U	0.028 U	0.028 U
PCBs															
Atroclor 1016						0.028 U	0.026 U	0.030 U	0.026 U	0.029 U	0.029 U	0.027 U	0.028 U	0.028 U	0.028 U
Atroclor 1221						0.028 U	0.026 U	0.030 U	0.026 U	0.029 U	0.029 U	0.027 U	0.028 U	0.028 U	0.028 U
Atroclor 1232						0.028 U	0.026 U	0.030 U	0.026 U	0.029 U	0.029 U	0.027 U	0.028 U	0.028 U	0.028 U
Atroclor 1242						0.028 U	0.026 U	0.030 U	0.026 U	0.029 U	0.029 U	0.027 U	0.028 U	0.028 U	0.028 U
Atroclor 1248						0.028 U	0.026 U	0.030 U	0.026 U	0.029 U	0.029 U	0.027 U	0.028 U	0.028 U	0.028 U
Atroclor 1254						0.028 U	0.026 U	0.030 U	0.026 U	0.029 U	0.029 U	0.027 U	0.028 U	0.028 U	0.028 U
Atroclor 1260						0.028 U	0.026 U	0.32	0.048	0.029 U	0.029 U	0.12	0.028 U	0.028 U	0.028 U
Atroclor-1262						0.028 U	0.026 U	0.030 U	0.026 U	0.029 U	0.029 U	0.027 U	0.028 U	0.028 U	0.028 U

mg/kg Milligram per kilogram
U Not detected at MDL
d Indicates dilution
BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69
Baseline Investigation
Soil Sample Results Summary
Pesticides and PCBs

Chemical Name	Location ID	Sample Date	Start Depth	End Depth	Unit	mg/Kg
<i>Pesticides</i>	B69-MW-10	9/19/2007	0.5	2		0.0028 U
	B69-MW-10	9/19/2007	6	6.5		0.0028 U
	B69-MW-11	9/20/2007	0.5	1		0.0027 U
	B69-MW-11	9/20/2007	5.5	6		0.0043 U
	B69-MW-12	9/19/2007	0.5	2		0.0032 d
	B69-MW-12	9/19/2007	6	6.5		0.0027 U
	B69-MW-13	9/19/2007	1	2		0.0027 U
	B69-MW-13	9/19/2007	6	6.5		0.0029 U
	B69-MW-13	9/19/2007	0.0040			0.0027 U
	B69-MW-13	9/19/2007	0.0027 U			0.0027 U
	B69-MW-13	9/19/2007	0.0054 U			0.0054 U
	B69-MW-13	9/19/2007	0.0054 U			0.0054 U
	4,4'-DDD					0.0028 U
4,4'-DDE					0.0028 U	
4,4'-DDT					0.0028 U	
Aldrin					0.0057 U	
alpha-BHC					0.0057 U	
beta-BHC					0.0057 U	
Chlordane					0.011 U	
delta-BHC					0.0057 U	
Dieldrin					0.0057 U	
Endosulfan I					0.0057 U	
Endosulfan II					0.0057 U	
Endosulfan Sulfate					0.0057 U	
Endrin					0.0057 U	
Endrin Aldehyde					0.0057 U	
Endrin Ketone					0.0057 U	
gamma-BHC (Lindane)					0.0057 U	
Heptachlor					0.0057 U	
Heptachlor Epoxide					0.0057 U	
Methoxychlor					0.0057 U	
Toxaphene					0.028 U	
<i>PCBs</i>	Atroclor 1016					0.028 U
	Atroclor 1221					0.028 U
	Atroclor 1232					0.028 U
	Atroclor 1242					0.028 U
	Atroclor 1248					0.028 U
	Atroclor 1254					0.028 U
	Atroclor 1260					0.077
	Atroclor-1262					0.028 U
	Atroclor-1262					0.027 U
	Atroclor-1262					0.043 U
	Atroclor-1262					0.027 U
	Atroclor-1262					0.043 U
	Atroclor-1262					0.027 U

mg/Kg Milligram per kilogram
U Not detected at MDL.
d Indicates dilution
BOLD indicates analyte detected

Table 3
John F. Kennedy International Airport
Building 69

Baseline Investigation
Soil Sample Results Summary
Miscellaneous Parameters

Location ID	B69-MW-01	B69-MW-01	B69-MW-02	B69-MW-02	B69-MW-03	B69-MW-03	B69-MW-04	B69-MW-04	B69-MW-05
Sample Date	9/18/2007	9/18/2007	9/17/2007	9/17/2007	9/18/2007	9/18/2007	9/17/2007	9/17/2007	9/18/2007
Start Depth	0.5	6	0.7	4	0.5	4	0.5	4	0.5
End Depth	2	6.5	2	6	2	5.5	2	6	2
Chemical Name	Unit								
Petroleum Hydrocarbons	mg/kg	610	180	1400	38 U	850	80	1700	70
Mercury	mg/Kg	0.091 U	0.097 U	0.095 U	0.093 U	0.090 U	0.095 U	0.093 U	0.092 U
Ethylene Glycol	mg/Kg	54 U	58 U	57 U	56 U	54 U	57 U	56 U	55 U
Propylene Glycol	mg/Kg	54 U	58 U	57 U	56 U	54 U	57 U	56 U	55 U
Cyanide	mg/kg	0.27 U	0.29 U	0.28 U	0.28 U	0.27 U	0.28 U	0.28 U	0.27 U
Phenols (Total)	mg/kg	1.4 U	1.5 U	1.4 U	1.4 U	1.3 U	1.4 U	1.4 U	1.4 U

mg/kg Milligram per kilogram

U Not detected at MDL

BOLD indicates analyte detected

Table 3
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Soil Sample Results Summary
 Miscellaneous Parameters

Location ID	B69-MW-05	B69-MW-06	B69-MW-06	B69-MW-07	B69-MW-07	B69-MW-07	B69-MW-08	B69-MW-08	B69-MW-09	B69-MW-09
Sample Date	9/18/2007	9/21/2007	9/21/2007	9/24/2007	9/24/2007	9/24/2007	9/21/2007	9/21/2007	9/24/2007	9/24/2007
Start Depth	5	0.9	6	1	6	1	7	7.5	1	4
End Depth	6	2	6.9	2	7	2	7.5	7.5	2	5.5
Chemical Name	Unit									
Petroleum Hydrocarbons	mg/kg	39 U	3700	81	120	40 U	4900	90	570	41
Mercury	mg/Kg	0.095 U	0.088 U	0.19	0.088 U	0.097 U	0.089 U	0.093 U	0.093 U	0.094 U
Ethylene Glycol	mg/Kg	57 U	53 U	61 U	53 U	58 U	53 U	56 U	56 U	56 U
Propylene Glycol	mg/Kg	57 U	53 U	61 U	53 U	58 U	53 U	56 U	56 U	56 U
Cyanide	mg/kg	0.28 U	0.26 U	0.3 U	0.26 U	0.29 U	0.26 U	0.28 U	0.28 U	0.28 U
Phenols (Total)	mg/kg	1.4 U	1.3 U	1.5 U	1.3 U	1.5 U	1.3 U	1.4 U	1.4 U	1.4 U

mg/kg Milligram per kilogram
 U Not detected at MDL
BOLD indicates analyte detected

Table 3
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Soil Sample Results Summary
 Miscellaneous Parameters

Location ID	B69-MW-10	B69-MW-10	B69-MW-11	B69-MW-11	B69-MW-12	B69-MW-12	B69-MW-13	B69-MW-13	
Sample Date	9/19/2007	9/19/2007	9/20/2007	9/20/2007	9/19/2007	9/19/2007	9/19/2007	9/19/2007	
Start Depth	0.5	6	0.5	5.5	0.5	6	1	6	
End Depth	2	6.5	1	6	2	6.5	2	6.5	
Chemical Name	Unit								
Petroleum Hydrocarbons	mg/kg	2200	290	610	74	150	91	180	120
Mercury	mg/Kg	0.095 U	0.095 U	0.092 U	0.14 U	0.092 U	0.092 U	0.091 U	0.096 U
Ethylene Glycol	mg/Kg	57 U	57 U	55 U	86 U	55 U	55 U	54 U	57 U
Propylene Glycol	mg/Kg	57 U	57 U	55 U	86 U	55 U	55 U	54 U	57 U
Cyanide	mg/kg	0.28 U	0.28 U	0.27 U	0.43 U	0.27 U	0.27 U	0.27 U	0.29 U
Phenols (Total)	mg/kg	1.4 U	1.4 U	1.4 U	4.6	1.4 U	1.4 U	1.4 U	1.4 U

mg/kg Milligram per kilogram
 U Not detected at MDL
ROLD indicates analyte detected

Table 4
John F. Kennedy International Airport
Building 69
Baseline Investigation
Groundwater Sample Results Summary
Volatile Organic Compounds

Chemical Name	Location ID	Sample Date	B69-MW-01	B69-MW-02	B69-MW-03	B69-MW-04	B69-MW-05	B69-MW-06	B69-MW-07
1,1,1-Trichloroethane	ug/L	10/2/2007	1.0 U						
1,1,2,2-Tetrachloroethane	ug/L	10/2/2007	1.0 U						
1,1,2-Trichloroethane	ug/L	10/2/2007	1.0 U						
1,1-Dichloroethane	ug/L	10/2/2007	1.0 U						
1,1-Dichloroethylene	ug/L	10/2/2007	1.0 U						
1,2,3-trichloropropane	ug/L	10/2/2007	1.0 U						
1,2,4-Trimethylbenzene	ug/L	10/2/2007	1.0 U	1.0 U	1.0 U	1.0 U	67	1.0 U	1.0 U
1,2-Dichlorobenzene	ug/L	10/2/2007	1.0 U						
1,2-Dichloroethane	ug/L	10/2/2007	1.0 U						
1,3,5-Trimethylbenzene	ug/L	10/2/2007	1.0 U	1.0 U	1.0 U	1.0 U	16	1.0 U	1.0 U
1,3-Dichlorobenzene	ug/L	10/2/2007	1.0 U						
1,3-Dichloropropane	ug/L	10/2/2007	1.0 U						
1,4-Dichlorobenzene	ug/L	10/2/2007	1.0 U						
1,4-Dioxane	ug/L	10/2/2007	200 U						
113 Freon (1,1,2 Trichloro-1,2,2 Trifluoroethane)	ug/L	10/2/2007	5.0 U						
2-Butanone	ug/L	10/2/2007	2.0 U						
2-Chloroethyl Vinyl Ether	ug/L	10/2/2007	2.0 U						
2-Hexanone	ug/L	10/2/2007	2.0 U						
4-Isopropyltoluene	ug/L	10/2/2007	1.0 U	1.0 U	1.0 U	1.0 U	4.9	1.0 U	1.0 U
4-Methyl-2-Pentanone	ug/L	10/2/2007	1.0 U						
Acetone	ug/L	10/2/2007	10 U						
Acrolein	ug/L	10/2/2007	5.0 U						
Acrylonitrile	ug/L	10/2/2007	3.0 U						
Benzene	ug/L	10/2/2007	0.50 U						
Bromodichloromethane	ug/L	10/2/2007	1.0 U						
Bromoform	ug/L	10/2/2007	1.0 U						
Bromomethane	ug/L	10/2/2007	2.0 U						
Carbon Disulfide	ug/L	10/2/2007	1.0 U	1.0 U	2.0	3.3	1.0 U	1.0 U	1.3
Carbon Tetrachloride	ug/L	10/2/2007	1.0 U						

ug/L Microgram per liter
U Not detected at MDL
J Detected below MDL
BOLD indicates analyte detected

Table 4
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Groundwater Sample Results Summary
 Volatile Organic Compounds

Chemical Name	Location ID Sample Date	B69-MW-08 10/3/2007	B69-MW-09 10/4/2007	B69-MW-10 10/3/2007	B69-MW-11 10/3/2007	B69-MW-12 10/3/2007	B69-MW-13 10/3/2007
1,1,1-Trichloroethane	ug/L	1.0 U					
1,1,2,2-Tetrachloroethane	ug/L	1.0 U					
1,1,2-Trichloroethane	ug/L	1.0 U					
1,1-Dichloroethane	ug/L	1.0 U					
1,1-Dichloroethylene	ug/L	1.0 U					
1,2,3-trichloropropane	ug/L	1.0 U					
1,2,4-Trimethylbenzene	ug/L	1.0 U					
1,2-Dichlorobenzene	ug/L	1.0 U					
1,2-Dichloroethane	ug/L	1.0 U					
1,2-Dichloropropane	ug/L	1.0 U					
1,3,5-Trimethylbenzene	ug/L	1.0 U					
1,3-Dichlorobenzene	ug/L	1.0 U					
1,3-Dichloropropane	ug/L	1.0 U					
1,4-Dichlorobenzene	ug/L	1.0 U					
1,4-Dioxane	ug/L	200 U					
113 Freon (1,1,2 Trichloro-1,2,2 Trifluoroethane)	ug/L	5.0 U					
2-Butanone	ug/L	2.0 U					
2-Chloroethyl Vinyl Ether	ug/L	2.0 U					
2-Hexanone	ug/L	2.0 U					
4-Isopropyltoluene	ug/L	1.0 U					
4-Methyl-2-Pentanone	ug/L	1.0 U					
Acetone	ug/L	10 U					
Acrolein	ug/L	5.0 U					
Acrylonitrile	ug/L	3.0 U					
Benzene	ug/L	0.50 U					
Bromodichloromethane	ug/L	1.0 U					
Bromoform	ug/L	1.0 U					
Bromomethane	ug/L	2.0 U					
Carbon Disulfide	ug/L	1.0 U					
Carbon Tetrachloride	ug/L	1.0 U					

ug/L Microgram per liter
 U Not detected at MDL
 J Detected below MDL
 BOLD indicates analyte detected

Table 4
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Groundwater Sample Results Summary
 Volatile Organic Compounds

Chemical Name	Location ID	Sample Date	B69-MW-01	B69-MW-02	B69-MW-03	B69-MW-04	B69-MW-05	B69-MW-06	B69-MW-07
Chlorobenzene	ug/L	10/2/2007	1.0 U						
Chloroethane	ug/L	10/2/2007	1.0 U						
Chloroform	ug/L	10/2/2007	1.0 U						
Chloromethane	ug/L	10/2/2007	2.0 U						
cis-1,2-Dichloroethene	ug/L	10/2/2007	1.0 U						
cis-1,3-Dichloropropene	ug/L	10/2/2007	1.0 U						
Dibromochloromethane	ug/L	10/2/2007	1.0 U						
Dichlorodifluoromethane	ug/L	10/2/2007	2.0 U						
Ethylbenzene	ug/L	10/2/2007	1.0 U						
Isopropyl benzene	ug/L	10/2/2007	1.0 U						
m&p-Xylenes	ug/L	10/2/2007	1.5 U						
Methyl tertiary butyl ether	ug/L	10/2/2007	15	1.0 U	4.5	1.0 U	5.9	1.2	1.2
Methylene Chloride	ug/L	10/2/2007	2.5 U						
n-Butylbenzene	ug/L	10/2/2007	1.0 U	1.0 U	1.0 U	1.0 U	3.0	1.0 U	1.0 U
n-Propylbenzene	ug/L	10/2/2007	1.0 U	1.0 U	1.0 U	1.0 U	4.6	1.0 U	1.0 U
o-Xylene	ug/L	10/2/2007	1.0 U	1.0 U	1.0 U	1.0 U	13	1.0 U	1.0 U
sec-Butylbenzene	ug/L	10/2/2007	1.0 U	1.0 U	1.0 U	1.0 U	2.7	1.0 U	1.0 U
Styrene (Monomer)	ug/L	10/2/2007	1.0 U						
tert-Butyl Alcohol	ug/L	10/2/2007	10 U						
tert-Butylbenzene	ug/L	10/2/2007	1.0 U						
Tetrachloroethylene	ug/L	10/2/2007	1.0 U						
Toluene	ug/L	10/2/2007	1.0 U						
trans-1,2-Dichloroethylene	ug/L	10/2/2007	1.0 U						
trans-1,3-Dichloropropene	ug/L	10/2/2007	1.0 U						
Trichloroethylene	ug/L	10/2/2007	1.0 U						
Trichlorofluoromethane	ug/L	10/2/2007	1.0 U						
Vinyl Chloride	ug/L	10/2/2007	1.0 U						

ug/L Microgram per liter
 U Not detected at MDL
 J Detected below MDL
 BOLD indicates analyte detected

Table 4
John F. Kennedy International Airport
Building 69
Baseline Investigation
Groundwater Sample Results Summary
Volatile Organic Compounds

Chemical Name	Location ID Sample Date	B69-MW-08 10/3/2007	B69-MW-09 10/4/2007	B69-MW-10 10/3/2007	B69-MW-11 10/3/2007	B69-MW-12 10/3/2007	B69-MW-13 10/3/2007
Chlorobenzene	ug/L	1.0 U					
Chloroethane	ug/L	1.0 U					
Chloroform	ug/L	1.0 U					
Chloromethane	ug/L	2.0 U					
cis-1,2-Dichloroethene	ug/L	1.0 U					
cis-1,3-Dichloropropene	ug/L	1.0 U					
Dibromochloromethane	ug/L	1.0 U					
Dichlorodifluoromethane	ug/L	2.0 U					
Ethylbenzene	ug/L	1.0 U					
Isopropyl benzene	ug/L	1.0 U					
m&p-Xylenes	ug/L	1.5 U					
Methyl tertiary butyl ether	ug/L	1.0 U	3.8	230	160	22	54
Methylene Chloride	ug/L	2.5 U	4.3 B	2.5 U	2.5 U	2.5 U	2.5 U
n-Butylbenzene	ug/L	1.0 U					
n-Propylbenzene	ug/L	1.0 U					
o-Xylene	ug/L	1.0 U					
sec-Butylbenzene	ug/L	1.0 U					
Styrene (Monomer)	ug/L	1.0 U					
tert -Butyl Alcohol	ug/L	10 U	10 U	74	10 U	10 U	10 U
tert-Butylbenzene	ug/L	1.0 U					
Tetrachloroethylene	ug/L	1.0 U					
Toluene	ug/L	1.0 U					
trans-1,2-Dichloroethylene	ug/L	1.0 U					
trans-1,3-Dichloropropene	ug/L	1.0 U					
Trichloroethylene	ug/L	1.0 U					
Trichlorofluoromethane	ug/L	1.0 U					
Vinyl Chloride	ug/L	1.0 U					

ug/L Microgram per liter
U Not detected at MDL
J Detected below MDL
BOLD indicates analyte detected

Table 4
John F. Kennedy International Airport
Building 69
Baseline Investigation
Groundwater Sample Results Summary
Semivolatile Organic Compounds

Chemical Name	Location ID	Sample Date	B69-MW-01	B69-MW-02	B69-MW-03	B69-MW-04	B69-MW-05	B69-MW-06	B69-MW-07
1,2,4-Trichlorobenzene	ug/L	10/2/2007	2.0 U	2.2 U	2.1 U	2.0 U	2.1 U	2.0 U	2.2 U
1,2-Benzophenanthracene	ug/L	10/2/2007	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
1,2-Diphenylhydrazine	ug/L	10/2/2007	0.50 U	0.54 U	0.52 U	0.51 U	0.52 U	0.51 U	0.54 U
2,4,5-Trichlorophenol	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
2,4,6-Trichlorophenol	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
2,4-Dichlorophenol	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
2,4-Dimethylphenol	ug/L	10/2/2007	10 U	11 U	10 U	10 U	10 U	10 U	11 U
2,4-Dinitrophenol	ug/L	10/2/2007	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
2,6-Dinitrotoluene	ug/L	10/2/2007	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
2-Chloronaphthalene	ug/L	10/2/2007	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
2-Chlorophenol	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
2-Methylnaphthalene	ug/L	10/2/2007	10 U	11 U	10 U	10 U	10 U	10 U	11 U
2-Methylphenol	ug/L	10/2/2007	10 U	11 U	10 U	10 U	10 U	10 U	11 U
2-Nitroaniline	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
2-Nitrophenol	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
3,3-Dichlorobenzidine	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
3-Nitroaniline	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
4,6-Dinitro-o-cresol	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
4-Bromophenylphenyl ether	ug/L	10/2/2007	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
4-Chloro-3-methylphenol	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
4-Chlorophenylphenyl ether	ug/L	10/2/2007	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
4-Methylphenol	ug/L	10/2/2007	10 U	11 U	10 U	10 U	10 U	10 U	11 U
4-Nitrophenol	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
Acenaphthene	ug/L	10/2/2007	1.0 U	1.1 U	1.0 U	1.0 U	1.9	1.0 U	1.1 U
Acenaphthylene	ug/L	10/2/2007	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Aniline	ug/L	10/2/2007	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
Anthracene	ug/L	10/2/2007	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Benzidine	ug/L	10/2/2007	20 U	22 U	21 U	20 U	21 U	20 U	22 U
Benzo[a]anthracene	ug/L	10/2/2007	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Benzo[a]pyrene	ug/L	10/2/2007	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U

ug/L Microgram per liter
U Not detected at MDL
BOLD indicates analyte detected

Table 4
John F. Kennedy International Airport
Building 69
Baseline Investigation
Groundwater Sample Results Summary
Semivolatile Organic Compounds

Chemical Name	Location ID Sample Date	Unit	B69-MW-08 10/3/2007	B69-MW-09 10/4/2007	B69-MW-10 10/3/2007	B69-MW-11 10/3/2007	B69-MW-12 10/3/2007	B69-MW-13 10/3/2007
1,2,4-Trichlorobenzene	ug/L	2.1 U	2.2 U	2.1 U	2.1 U	2.2 U	2.0 U	
1,2-Benzophenanthracene	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U	
1,2-Diphenylhydrazine	ug/L	0.52 U	0.54 U	0.53 U	0.52 U	0.54 U	0.51 U	
2,4,5-Trichlorophenol	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
2,4,6-Trichlorophenol	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
2,4-Dimethylphenol	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
2,4-Dinitrophenol	ug/L	10 U	11 U	11 U	10 U	11 U	10 U	
2,4-Dinitrotoluene	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U	
2,6-Dinitrotoluene	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U	
2-Chloronaphthalene	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U	
2-Chlorophenol	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
2-Methylnaphthalene	ug/L	10 U	11 U	11 U	10 U	11 U	10 U	
2-Methylphenol	ug/L	10 U	11 U	11 U	10 U	11 U	10 U	
2-Nitroaniline	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
2-Nitrophenol	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
3,3-Dichlorobenzidine	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
3-Nitroaniline	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
4,6-Dinitro-o-cresol	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
4-Bromophenylphenyl ether	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U	
4-Chloro-3-methylphenol	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
4-Chlorophenylphenyl ether	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U	
4-Methylphenol	ug/L	10 U	11 U	11 U	10 U	11 U	10 U	
4-Nitrophenol	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
Acenaphthene	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U	
Acenaphthylene	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U	
Aniline	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U	
Anthracene	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U	
Benzidine	ug/L	21 U	22 U	21 U	21 U	22 U	20 U	
Benzo[a]anthracene	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U	
Benzo[a]pyrene	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U	

ug/L Microgram per liter
 U Not detected at MDL
BOLD indicates analyte detected

Table 4
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Groundwater Sample Results Summary
 Semivolatile Organic Compounds

Chemical Name	Location ID Sample Date	B69-MW-01 10/2/2007	B69-MW-02 10/2/2007	B69-MW-03 10/2/2007	B69-MW-04 10/2/2007	B69-MW-05 10/2/2007	B69-MW-06 10/4/2007	B69-MW-07 10/4/2007
Benzo[b]fluoranthene	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Benzo[g,h,i]perylene	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Benzo[k]fluoranthene	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Benzoic acid	ug/L	20 U	22 U	21 U	20 U	21 U	20 U	22 U
Benzyl Butyl Phthalate	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
bis(2-chloroethoxy)methane	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
bis(2-chloroethyl)ether	ug/L	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
bis(2-chloroisopropyl)ether	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
bis(2-Ethylhexyl)phthalate	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	6.9	1.1 U
Carbazole	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Dibenz[a,h]anthracene	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Dibenzofuran	ug/L	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
Diethyl Phthalate	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Dimethyl Phthalate	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Di-n-butyl phthalate	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Di-n-octyl phthalate	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Fluoranthene	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Fluorene	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	2.9	1.0 U	1.1 U
Hexachloro-1,3-Butadiene	ug/L	0.50 U	0.54 U	0.52 U	0.51 U	0.52 U	0.51 U	0.54 U
Hexachlorobenzene	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Hexachlorocyclopentadiene	ug/L	15 U	16 U	15 U	15 U	15 U	15 U	16 U
Hexachloroethane	ug/L	2.0 U	2.2 U	2.1 U	2.0 U	2.1 U	2.0 U	2.2 U
Indenol 1,2,3-cd]pyrene	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Isophorone	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Naphthalene	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
Nitrobenzene	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	8.0	1.0 U	1.1 U
n-Nitrosodimethylamine	ug/L	20 U	22 U	21 U	20 U	21 U	20 U	22 U
n-Nitroso-di-n-propylamine	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
n-Nitrosodiphenylamine	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U
p-Chloroaniline	ug/L	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
Pentachlorophenol	ug/L	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U

ug/L Microgram per liter
 U Not detected at MDL
 BOLD indicates analytic detected

Table 4
John F. Kennedy International Airport
Building 69
Baseline Investigation
Groundwater Sample Results Summary
Semivolatile Organic Compounds

Chemical Name	Location ID	Sample Date	Unit	B69-MW-08	B69-MW-09	B69-MW-10	B69-MW-11	B69-MW-12	B69-MW-13
Benzol[b]fluoranthene		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Benzol[g,h,i]perylene		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Benzol[k]fluoranthene		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Benzoic acid		10/3/2007	ug/L	21 U	22 U	21 U	21 U	22 U	20 U
Benzyl Butyl Phthalate		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
bis(2-chloroethoxy)methane		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
bis(2-chloroethyl)ether		10/3/2007	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U
bis(2-chloroisopropyl)ether		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
bis(2-Ethylhexyl)phthalate		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Carbazole		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Dibenz[a,h]anthracene		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Dibenzofuran		10/3/2007	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U
Diethyl Phthalate		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Dimethyl Phthalate		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Di-n-butyl phthalate		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Di-n-octyl phthalate		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.8 U
Fluoranthene		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Fluorene		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Hexachloro-1,3-Butadiene		10/3/2007	ug/L	0.52 U	0.54 U	0.53 U	0.52 U	0.54 U	0.51 U
Hexachlorobenzene		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Hexachlorocyclopentadiene		10/3/2007	ug/L	15 U	16 U	16 U	16 U	16 U	15 U
Hexachloroethane		10/3/2007	ug/L	2.1 U	2.2 U	2.1 U	2.1 U	2.2 U	2.0 U
Indeno[1,2,3-cd]pyrene		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Isophorone		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Naphthalene		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Nitrobenzene		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
n-Nitrosodimethylamine		10/3/2007	ug/L	21 U	22 U	21 U	21 U	22 U	20 U
n-Nitroso-di-n-propylamine		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
n-Nitrosodiphenylamine		10/3/2007	ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
p-Chloroaniline		10/3/2007	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U
Pentachlorophenol		10/3/2007	ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U

ug/L Microgram per liter

U Not detected at MDL

BOLD indicates analyte detected

Table 4
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Groundwater Sample Results Summary
 Semivolatile Organic Compounds

Chemical Name	Location ID	Sample Date	Unit	B69-MW-01	B69-MW-02	B69-MW-03	B69-MW-04	B69-MW-05	B69-MW-06	B69-MW-07
Phenanthrene		10/2/2007	ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.9	1.0 U	1.1 U
Phenol			ug/L	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
p-Nitroaniline			ug/L	5.0 U	5.4 U	5.2 U	5.1 U	5.2 U	5.1 U	5.4 U
Pyrene			ug/L	1.0 U	1.1 U	1.0 U	1.0 U	1.0 U	1.0 U	1.1 U

ug/L Microgram per liter
 U Not detected at MDL
BOLD indicates analyte detected

Table 4
John F. Kennedy International Airport
Building 69
Baseline Investigation
Groundwater Sample Results Summary
Semivolatile Organic Compounds

Chemical Name	Location ID	Sample Date	Unit	B69-MW-08	B69-MW-09	B69-MW-10	B69-MW-11	B69-MW-12	B69-MW-13
Phenanthrene			ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U
Phenol			ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U
p-Nitroaniline			ug/L	5.2 U	5.4 U	5.3 U	5.2 U	5.4 U	5.1 U
Pyrene			ug/L	1.0 U	1.1 U	1.1 U	1.0 U	1.1 U	1.0 U

ug/L Microgram per liter
 U Not detected at MDL
BOLD indicates analyte detected

Table 4
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Groundwater Sample Results Summary
 Metals

Chemical Name	Location ID	Sample Date	Unit	B69-MW-01	B69-MW-02	B69-MW-03	B69-MW-04	B69-MW-05	B69-MW-06	B69-MW-07
Antimony		10/2/2007	ug/L	7.5 U	8.2	7.5 U				
Arsenic		10/2/2007	ug/L	4.0 U	8.0	4.0 U	4.0 U	5.1	32	10
Barium		10/2/2007	ug/L	25 U	610	39				
Beryllium		10/2/2007	ug/L	4.0 U						
Cadmium		10/2/2007	ug/L	2.0 U	10	2.0 U				
Chromium		10/2/2007	ug/L	25 U	290	38				
Copper		10/2/2007	ug/L	25 U	480	43				
Lead		10/2/2007	ug/L	5.0 U	430	13				
Nickel		10/2/2007	ug/L	10 U	10 U	10 U	10 U	38	180	41
Selenium		10/2/2007	ug/L	25 U						
Silver		10/2/2007	ug/L	10 U	18	10 U				
Thallium		10/2/2007	ug/L	5.0 U						
Zinc		10/2/2007	ug/L	25 U	1300	49				

ug/L Microgram per liter
 U Not detected at MDL
 BOLD indicates analytic detected

Table 4
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Groundwater Sample Results Summary
 Pesticides and PCBs

Chemical Name	Location ID	Sample Date	B69-MW-01	B69-MW-02	B69-MW-03	B69-MW-04	B69-MW-05	B69-MW-06	B69-MW-07
Pesticides									
4,4'-DDD	ug/L		0.010 U						
4,4'-DDE	ug/L		0.010 U						
4,4'-DDT	ug/L		0.010 U						
Aldrin	ug/L		0.010 U						
alpha-BHC	ug/L		0.010 U						
beta-BHC	ug/L		0.010 U						
Chlordane	ug/L		0.10 U						
delta-BHC	ug/L		0.010 U						
Dieldrin	ug/L		0.010 U						
Endosulfan I	ug/L		0.010 U						
Endosulfan II	ug/L		0.010 U						
Endosulfan Sulfate	ug/L		0.010 U						
Endrin	ug/L		0.010 U						
Endrin Aldehyde	ug/L		0.010 U						
Endrin Ketone	ug/L		0.010 U						
gamma-BHC (Lindane)	ug/L		0.010 U						
Hepachlor	ug/L		0.010 U						
Hepachlor Epoxide	ug/L		0.010 U						
Methoxychlor	ug/L		0.010 U						
Toxaphene	ug/L		0.25 U						
PCBs									
Aroclor 1016	ug/L		0.25 U						
Aroclor 1221	ug/L		0.25 U						
Aroclor 1232	ug/L		0.25 U						
Aroclor 1242	ug/L		0.25 U						
Aroclor 1248	ug/L		0.25 U						
Aroclor 1254	ug/L		0.25 U						
Aroclor 1260	ug/L		0.25 U						
Aroclor-1262	ug/L		0.25 U						

ug/L Microgram per liter
 U Not detected at MDL
 BOLD indicates analyte detected

Table 4
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Groundwater Sample Results Summary
 Pesticides and PCBs

Chemical Name	Location ID	Sample Date	Unit	B69-MW-08	B69-MW-09	B69-MW-10	B69-MW-11	B69-MW-12	B69-MW-13
<i>Pesticides</i>									
4,4-DDD	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
4,4-DDE	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
4,4-DDT	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Aldrin	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
alpha-BHC	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
beta-BHC	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Chlordane	ug/L	10/3/2007	0.10 U	0.10 U	0.10 U	0.10 U	0.10 U	0.10 U	0.10 U
delta-BHC	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Dieldrin	ug/L	10/3/2007	0.082	0.010 U					
Endosulfan I	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Endosulfan II	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Endosulfan Sulfate	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Endrin	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Endrin Aldehyde	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Endrin Ketone	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
gamma-BHC (Lindane)	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Heptachlor	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Heptachlor Epoxide	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Methoxychlor	ug/L	10/3/2007	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U	0.010 U
Toxaphene	ug/L	10/3/2007	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U
<i>PCBs</i>									
Aroclor 1016	ug/L	10/3/2007	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U
Aroclor 1221	ug/L	10/3/2007	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U
Aroclor 1232	ug/L	10/3/2007	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U
Aroclor 1242	ug/L	10/3/2007	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U
Aroclor 1248	ug/L	10/3/2007	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U
Aroclor 1254	ug/L	10/3/2007	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U
Aroclor 1260	ug/L	10/3/2007	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U
Aroclor-1262	ug/L	10/3/2007	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U	0.25 U

ug/L Microgram per liter
 U Not detected at MDL
 BOLD indicates analyte detected

Table 4
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Groundwater Sample Results Summary
 Miscellaneous Parameters

Chemical Name	Location ID	Sample Date	Unit	B69-MW-01	B69-MW-02	B69-MW-03	B69-MW-04	B69-MW-05	B69-MW-06	B69-MW-07
Mercury		10/2/2007	ug/L	0.20 U	2.8	0.20 U				
Petroleum Hydrocarbons			mg/l	1.1 U	1.1 U	1 U	1.1 U	1.1 U	1200	360 U
Petroleum Hydrocarbons			ug/L							
Phenols (Total)			mg/l	0.05 U						
Cyanide			mg/l	0.01 U						
Ethylene Glycol			ug/L	50000 U						
Propylene Glycol			ug/L	50000 U						

ug/L Microgram per liter
 mg/L Milligram per liter
 U Not detected at MDL
 BOLD indicates analytic detected

Table 4
 John F. Kennedy International Airport
 Building 69
 Baseline Investigation
 Groundwater Sample Results Summary
 Miscellaneous Parameters

Chemical Name	Location ID	Sample Date	Unit	B69-MW-08	B69-MW-09	B69-MW-10	B69-MW-11	B69-MW-12	B69-MW-13
Mercury		10/3/2007	ug/L	0.20 U					
Petroleum Hydrocarbons			mg/l	1.1 U		1.1 U	1.1 U	1 U	1.1 U
Petroleum Hydrocarbons			ug/L		310 U				
Phenols (Total)			mg/l	0.05 U					
Cyanide			mg/l	0.01 U					
Ethylene Glycol			ug/L	50000 U					
Propylene Glycol			ug/L	50000 U					

ug/L Microgram per liter
 mg/L Milligram per liter
 U Not detected at MDL
BOLD indicates analyte detected

APPENDIX A

**1996 Audit
Exit Interview Summary**

**John F. Kennedy International Airport (JFKIA)
Comprehensive Environmental Audit
Exit Interview Summary**

FINAL

**Hudson General Corporation
Building 69 and 70**

1. GENERAL

On behalf of the Port Authority of New York and New Jersey (PA), Camp Dresser & McKee (CDM) performed an environmental compliance audit of the Hudson General Corporation (Hudson General) facility, located in Buildings 69 and 70 at John F. Kennedy International Airport (JFKIA), Jamaica, New York.

CDM conducted the environmental compliance audit for the purpose of demonstrating the status of the facility's compliance with federal and state environmental laws and regulations in effect in November, 1995, including, but not limited to, the Environmental Programs set forth in the New York State Department of Environmental Conservation (NYSDEC) 1994-1995 State Agency Environmental Audit Guidance Manual. The audit satisfies a requirement of the Order on Consent between the PA and the NYSDEC for JFK.

The audit was limited to, except at certain PA facilities, environmental compliance and did not include an assessment of compliance with the Occupational Safety and Health Act (OSHA) regulations. Any OSHA observations made and reported herein are incidental and random; they are not intended to provide a comprehensive assessment of the facility operations at major tenanted areas with respect to OSHA laws and regulations.

The CDM audit team, consisting of Miriam Kubiska and Eric Fox, visited the site on February 6, 1996. The audit team interviewed the following personnel during the course of the site visit:

- Michael Cignarella, Assistant to the Regional Vice President;
- Bill Sphikas, Maintenance Manager; and
- Leonard Kirsch, Esquire, consultant to Hudson General.

Ms. Denise Branch, JFK Environmental Services, was also present during the audit interview.

At the end of the site visit, the audit team discussed the findings of the audit with Messrs. Cignarella, Sphikas, and Kirsch. A completed Preliminary Exit Interview Form was provided to Mr. Cignarella on February 6, 1996. The form summarized potential non-compliance issues identified by the audit team and listed any outstanding information required to complete the audit.

**Hudson General Corporation
Buildings 69 and 70 - Environmental Audit
Final Exit Interview Summary**

1.1 Description of Operations

Hudson General occupies all of Building 69, which was constructed in 1979. This building, which is the headquarters for Hudson General at JFK, consists of a maintenance shop and administrative/management offices on the second floor. Additionally, the facility has parking area for storage of various maintenance vehicles. With the exception of minimal landscaping, the entire facility is asphalt paved.

Hudson General's on-airport activities vary depending on the service contract with each tenant. Based on information provided during the audit, Hudson General performs the following activities for the following tenants:

British Airways (Bldg. 59)

- ground handling
- aircraft cleaning
- janitorial services
- building maintenance
- passenger and crew busing
- passenger services

KIATA (IAB)

- planemate and loading bridge operation and maintenance
- crew busing

Nippon Cargo (Bldg. 78)

- warehouse maintenance
- freighter handling

Japan Airlines (Bldg. 261)

- freighter handling

Lufthansa (Bldg. 261)

- freighter handling
- aircraft deicing

Tower Air (Bldg. 213)

- ramp handling
- aircraft deicing

**Hudson General Corporation
Buildings 69 and 70 - Environmental Audit
Final Exit Interview Summary**

Business Express Hardstand

- airline passenger busing

USAIR Cargo (Bldg. 84)

- cargo warehousing

1.2 Regulatory Programs

1.2.1 Audit Scope

The following regulatory areas were evaluated for applicability during the facility audit:

- Petroleum Bulk Storage;
- Emergency Planning and Community Right to Know (EPCRA);
- Chemical Bulk Storage;
- Pesticide Usage;
- Toxic Substances Control Act (TSCA);
- Water Quality Management;
- Air Emissions;
- Hazardous Waste Management;
- Solid Waste Management; and
- Wetlands and Wildlife Management.

1.2.2 Applicable Regulatory Programs

Based on the records review, the information provided by the tenant in the questionnaire, and the information provided during the site visit, the following areas were determined to be applicable to the facility with respect to the audit:

- Petroleum Bulk Storage;
- EPCRA;
- Chemical Bulk Storage;
- Pesticide Usage;
- TSCA;
- Water Quality Management;
- Air Emissions;
- Hazardous Waste Management; and
- Solid Waste Management:

**Hudson General Corporation
Buildings 69 and 70 - Environmental Audit
Final Exit Interview Summary**

1.3 Accuracy and Completeness of Facility Provided Data

The pre-audit questionnaire for Hudson General was submitted on February 7, 1996. This information was used during the audit conducted by CDM.

The details of this narrative summary and of all audit findings are accurate and complete based on the information provided through the questionnaire, the records review and the facility visit.

1.4 Outstanding Information

The following information was not available during the audit:

- Drain connections and drain schemes could not be verified for the facility because drawings were not available to show all existing indoor and outdoor drainage piping.

2. REGULATORY AREAS

2.1 Petroleum Bulk Storage

2.1.1 Observations

- The facility has two 4,000-gallon underground storage tanks (USTs) associated with its gasoline dispensing station. The two USTs were installed in 1991, and are registered with the New York State Department of Environmental Conservation (NYSDEC) under the Petroleum Bulk Storage (PBS) program.
- The facility has a total of 2,775 gallons in aboveground petroleum storage: five 500-gallon aboveground storage tanks (ASTs) for petroleum storage; and one 275-gallon aboveground waste oil storage tank. The ASTs are not registered with the NYSDEC.
- The facility does not have a Spill Prevention Control and Countermeasure (SPCC) Plan.
- As of the date of the audit, facility representatives indicated that Hudson General does not report, to the NYSDEC, all spills of petroleum products at the facility. Based on the results of the records review, there are no spills at the facility that have an "active" NYSDEC status.

**Hudson General Corporation
Buildings 69 and 70 - Environmental Audit
Final Exit Interview Summary**

2.1.2 Compliance Issues

Tank Registration

The ASTs are not registered with the NYSDEC.

- [6 NYCRR Part 612.1] - All aboveground and underground petroleum storage facilities with a combined storage capacity over 1,100 gallons must register the facility with NYSDEC under the PBS Program. Registration includes identifying all petroleum storage tanks within the facility.

AST Labeling

The ASTs were not labeled with both the working capacity and the design capacity.

- [6 NYCRR Part 613.3(c)(3)(ii)] - The design capacity, working capacity and identification number of the tank must be clearly marked on the AST and at the gauge.

AST Inspection Records

According to facility representatives, monthly inspection of tanks is performed but not documented.

- [6 NYCRR Part 613.6] - Monthly inspections of ASTs are required according to 6 NYCRR Part 613.6(a) and (b). Reports for each monthly inspection must be maintained and available to NYSDEC upon request for a period of at least 10 years.

Inventory Monitoring

The facility does not perform daily inventory monitoring of its underground fuel storage tanks.

- [6 NYCRR Part 613.4(a)(1)] - The operator of a UST must keep daily inventory records and shall include bottom water levels, sales, uses, deliveries, inventory on hand and losses or gains for the purpose of detecting leaks and reconciliation records must be current.

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Color Coding of Fill Ports

The fill ports for the USTs and ASTs were not color coded at the time of the audit.

- [6 NYCRR Part 613.3(b)] - Fill ports must be marked to identify the product inside the tank (e.g., diesel fill ports are colored yellow with a hexagon symbol). These markings must be consistent with the color and symbol code of the American Petroleum Institute.

Spill Prevention Planning

The facility does not have a Spill Prevention Control and Countermeasure (SPCC) Plan.

- [40 CFR 112.1] - Facilities with a total aboveground storage capacity greater than 1,320 gallons of oil must prepare and implement a SPCC Plan that meets the requirements of 40 CFR 112.3.

Petroleum Spill Reporting

During the audit, several minor spills (less than one-gallon) were observed in the northeast corner of the facility, in the area where maintenance vehicles were parked. These spills have not been reported to the NYSDEC.

- [6 NYCRR 613.8] - Any person with knowledge of a spill, leak or discharge of petroleum must report the incident to the NYSDEC within two (2) hours of discovery. A spill is defined as any escape of petroleum from the ordinary containers employed in the normal course of storage, transfer, processing or use.

It should be noted that, on May 1, 1996, the NYSDEC issued revised technical field guidance for spill reporting and initial notification requirements. The guidance states that petroleum spills must be reported to the NYSDEC unless the spill meets all of the following criteria:

- The spill is known to be less than 5 gallons; and
- The spill is contained and under the control of the spiller; and
- The spill is not and will not reach waters or any land of the State; and
- The spill is cleaned up within 2 hours of discovery.

This guidance is applicable to all spills which occur after April 30, 1996.

**Hudson General Corporation
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2.2 EPCRA

2.2.1 Observations

- Hazardous materials stored onsite include: gasoline, in two 4,000-gallon USTs, engine and hydraulic oils, in five 500-gallon ASTs, ethylene glycol in one 6,000-gallon AST, and antifreeze in one 500-gallon AST.
- The facility has a written hazard communication program, and has employee training related to hazard communication. The facility performs annual Tier II reporting to the New York City Department of Environmental Protection (NYCDEP). Facility inventory reporting includes fuels and various chemicals, including propylene glycol and ethylene glycol.
- The Tier II reporting form for 1995 identifies the chemical stored in the 6,000 gallon AST as propylene glycol. The chemical stored in the tank is ethylene glycol, as verified by the tenant and their corporate counsel.

2.2.2 Compliance Issues

The Tier II reporting form for 1995 identifies the chemical stored in the 6,000 gallon AST as propylene glycol. The chemical stored in the tank is ethylene glycol, as verified by the tenant and their corporate counsel.

The facility submits updated MSDSs to the local fire department, the Local Emergency Planning Committee (LEPC), and the State Emergency Management Office (SEMO) on an annual basis; however, the facility does not submit revised and new MSDS to the fire department, the LEPC and the SEMO every 3 months.

- [40 CFR 370.21(c)] - An owner or operator of a facility that has submitted MSDS under 40 CFR 370.20(b)(2) is required to submit revised MSDS to the local fire department, the LEPC, and the SEMO within 3 months of changes concerning any hazardous chemical for which an MSDS was submitted.

2.3 Chemical Bulk Storage

2.3.1 Observations

- Hudson General stores 500 gallons of ethylene glycol in an AST for use as a antifreeze in the maintenance garage.

**Hudson General Corporation
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- For aircraft deicing, Hudson General stores 25,000 gallons of propylene glycol in two ASTs at Hangar 17, the Tower Air facility at JFK. Hudson General stores 6,000 gallons of ethylene glycol in an AST at Hangar 17. Hudson General reportedly applied 8,670 gallons of ethylene glycol and 84,909 gallons of propylene glycol in 1995.
- The 500-gallon AST and the 6,000-gallon AST, both storing ethylene glycol-an NYSDEC listed hazardous substance-are not registered with the NYSDEC PBS program.
- In addition to the storage in stationary tanks, Hudson General operates 7 deicing trucks, each of which has a capacity of 1,500 gallons of propylene glycol and 300 gallons of ethylene glycol. Hudson General indicated that their vehicles are sometimes used to store the deicing fluids, and that there is potential for to extend storage beyond a 90-day period.

2.3.2 Compliance Areas

Tank Registration

The 500-gallon AST located onsite and the 6,000-gallon AST located at Hangar 17 are not registered with the NYSDEC.

- [6 NYCRR Part 595.2] - Any AST with a storage capacity greater than 185 gallons storing a regulated hazardous substance must be registered with the NYSDEC under the Chemical Bulk Storage (CBS) Regulations. This registration program is independent of the NYSDEC Petroleum Bulk Storage Program.

Tank Labeling

The non-stationary tanks, which reportedly store ethylene glycol, were not adequately labeled to identify the chemical composition of the glycol stored within the tanks.

- [6 NYCRR Part 596.1(b)(1)(iii)] - The NYSDEC CBS regulations apply to any non-stationary tank used to store more than 1,000 kilograms (2,200 pounds) or more of a hazardous substance or mixture thereof for a period of ninety consecutive days or more.
[6 NYCRR Part 598.1(b)] - Handling and Storage of Hazardous substances applies to all facilities regulated under Part 596.

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- [6 NYCRR Part 598.5(g)(3)] - By August 11, 1996, all non-stationary tanks must be labeled to identify the contents of the tanks, and inventory records must be kept for all containers stored within the non-stationary tank storage area. Such records must include the number of tanks and contents of each.

Hazardous Substances Releases and Reporting

Hudson General does not report ethylene glycol spills that occur as a result of deicing activities.

- [6 NYCRR Parts 595.3(a) & 597.2 (c), Table 1] - Ethylene glycol is a listed hazardous substance per 6 NYCRR Part 597.2(c), Table 1. NYSDEC has set the reportable quantity of ethylene glycol at one pound. The release of a reportable quantity of hazardous substances spill must be reported to the NYSDEC within two hours, pursuant to 6 NYCRR 595.3(a)(2).

2.4 Pesticide Usage

2.4.1 Observations

- Pesticides are applied on-site by the PA's contractor, Atomic Exterminators. The tenant reported having no records available at the facility that indicate the dates of pesticide application and the types of pesticides applied.
- The PA does maintain documentation (i.e., signature of tenant representatives) stating that the tenant has been notified that the pesticide, herbicide, and/or rodenticide application has occurred.

2.4.2 Compliance Issues

No regulatory compliance issues specific to pesticide usage were identified during the audit.

2.5 TSCA

2.5.1 Observations

- One PCB containing transformer exists on-site. According to TSI's February 15, 1995 revision to their Transformer Inspection and Liquid Test Data 1994 Report, the transformer contains pure askarel.

**Hudson General Corporation
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- Based on information provided during the interview and inspection, the PA recently transferred responsibility for the transformer to Hudson General. Hudson General has not been provided with a key to the transformer cabinet from the PA.
- Hudson General reportedly performs quarterly leak monitoring of the transformer and annual reporting. This involves a visual inspection of the unit.

2.5.2 Compliance Issues

No TSCA compliance issues were identified during the audit.

2.6 Water Quality Management

2.6.1 Observations

- Floor drains within the main garage area reportedly drain to an oil/water separator and discharge to the sanitary sewer system. Floor drains within the rear garage reportedly discharge directly into the sanitary system.
- Vehicle washwater is discharged to a drain that reportedly connects to the oil/water separator.
- Based on observations during the inspection, the facility has several catch basins in the vehicle parking/storage lot that accept stormwater runoff from the site.
- Stormwater runoff from the facility discharges into the Bergen Basin via the Airport's Outfall No. 001. Based on information provided by the PA, requested modifications to the Airport's existing SPDES permit would authorize, from this leasehold, discharges of stormwater.
- The audit team noted visible oil staining around several storm drains. As such, discharges to the storm drainage system may contain petroleum.
- One drain is located approximately 10 feet down grade from the fuel dispensing station. As such, a potential spill could enter the storm drainage system.

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2.6.2 Compliance Issues

Industrial Discharges

Hudson General discharges vehicle washwater (and potentially other industrial discharges from the garage) into on-site floor drains. No facility plans were available to confirm drainage connections.

If the indoor drains (and oil/water separator) discharge to the storm sewer:

- [6 NYCRR Part 751.1] - No person shall discharge or cause a discharge of any pollutant without a SPDES permit having been issued to such person pursuant to Part 751.1 and Environmental Conservation Law (ECL), Article 17, Title 8.

If the indoor drains (and oil/water separator) discharge to the sanitary sewer, compliance with the restrictions imposed by the local publicly owned treatment works must be ascertained.

- [40 CFR 403.5] - A user of public sewers may not introduce any pollutants that may cause pass through or interference (i.e., a discharge which inhibits or disrupts a water pollution control plant, causing a violation of the plant's SPDES permit).

Discharges of Deicing Fluid

Hudson General discharges ethylene glycol to the Airport storm water drainage system as a result of deicing activities. These discharges are not authorized by a SPDES permit.

- [6 NYCRR Part 751.1] - No person shall discharge or cause a discharge of any pollutant without a SPDES permit having been issued to such person pursuant to Part 751.1 and ECL, Article 17, Title 8.

Oil Pollution Potential

The audit team noted visible oil staining around several storm drains.

- [40 CFR Parts 110.2 and 110.3] - In accordance with Section 311 (b) (3) and (4) of the Clean Water Act, no person shall discharge oil in such quantities to cause a film or sheen or discoloration of the water surface, except as permitted.

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- [6 NYCRR Part 751.1] - No person shall discharge or cause a discharge of any pollutant without a SPDES permit having been issued to such person pursuant to Part 751.1 and ECL, Article 17, Title 8.

2.7 Air Emissions

2.7.1 Observations

- Potential air emission sources exist related to boilers, fueling station, degreasing, and servicing of CFC containing equipment.
- The gasoline dispensing equipment has both Stage I and Stage II vapor recovery.
- The CFC-containing equipment serviced by Hudson General includes ground service vehicles (R-12) and planemates (R-22). According to Hudson General representatives, the technicians who perform the maintenance are certified in the recovery of CFCs. Certified recovery equipment is on-site for each type of refrigerant used.
- The facility is considered an "affected employer" under the Employee Commute Option (ECO) Program. The facility submitted an ECO plan to the New York State Department of Transportation (NYSDOT), which was accepted.
- The facility has one natural gas fired boiler with a heating input of 3,347,000 BTU/hr.
- There are 8 roof-mounted HVAC units. Each unit store less than 50 pounds of R-22. The units are serviced by RLB Plumbing and Heating Corp., Bayside, NY. According to Hudson General, the contractor is certified to perform maintenance on the HVAC units.

2.7.2 Compliance Issues

No regulatory compliance issues specific to air emissions were identified during the audit.

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2.8 Hazardous Waste Management

2.8.1. Observations

- Hudson General is classified as a Small Quantity Generator (SQG) of hazardous waste. Their USEPA identification number is NYD072742471.
- Hudson General generates hazardous waste that includes car batteries and used solvent from a parts washer unit. The tenant also identified oil filters as hazardous waste generated on-site.

2.8.2 Compliance Issues

Some used oil filters are considered hazardous waste because of their metal content (e.g., ternepate used oil filters). Hudson General should verify the classification of their filters prior to disposing of them as solid waste rather than hazardous waste.

- [6 NYCRR 372.2(a)(2)] - A generator of solid waste (liquid wastes such as used oil and condensate are regulated as solid waste) is required to determine whether or not the waste is hazardous. If it is determined to be hazardous, it must be disposed of in accordance with the requirements of 6 NYCRR 372.

2.9 Solid Waste Management

2.9.1 Observations

- The facility generates solid waste associated with its vehicle maintenance garage and with its administrative offices. The administrative offices generate general household trash. The solid wastes associated with garage operations include oil filters (~150 per month), waste oils (~7,150 gallons per year), and batteries (varies).
- According to Hudson General, the batteries are recycled by the vendor. At the time of the site visit, three batteries were awaiting pick-up by the vendor.
- Waste oil is transported off-site by Aar-Bee Waste Oil. Other waste including paper, cardboard, and scrap metal; and office trash is collected by Baisley Park Carting for recycling and/or disposal.

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Buildings 69 and 70 - Environmental Audit
Final Exit Interview Summary**

2.9.2 Compliance Issues

Some used oil filters are considered hazardous waste because of their metal content (e.g., ternepate used oil filters). Hudson General should verify the classification of their filters prior to disposing of them as solid rather than hazardous waste.

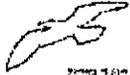
- [6 NYCRR 372.2(a)(2)] - A generator of solid waste (liquid wastes such as used oil and condensate are regulated as solid waste) is required to determine whether or not the waste is hazardous. If it is determined to be hazardous, it must be disposed of in accordance with the requirements of 6 NYCRR 372.

The 275-gallon waste oil AST does not meet all requirements of the Petroleum Bulk Storage Regulations. Section 2.1 of this summary provides specific requirements for the waste oil AST.

- [6 NYCRR Part 360.14] - All stationary waste oil tanks must comply with the NYSDEC PBS Regulations set forth in 6 NYCRR Parts 612 through 614, including construction, containment, labeling, registration and testing requirements.

APPENDIX B

Survey Results, Soil Boring Logs, Well Construction Data



THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project		JFK Building 69 Environmental Baseline Invest. Request		Contractor		Craig		Boring No.		B69-MW-6		Date		9/21/07			
Location								3' east of PA EEU markout (50' SW of B69-MW-5)				Contract No.		426-06-008		Surface Elev.	
Borehole		2" O.D.		Hammer/ Fall (In.)		Ground Water Level											
Hammer Type		Auto		Hole Type		1		Date		Time		Depth (ft)		Remarks			
Inspector		R. Gill		Date		9/21/07		Time		9:01 AM		Depth (ft)		6.9		Found in sample #4	
Driller		C. Cohen		Date				Time				Depth (ft)					
Site Code				Date				Time				Depth (ft)					
Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks										
	0.0	0.4					Asphalt Pavement										
	0.4						Change in strata										
	0.4	0.9					Fill: gry Crushed Rock, trace C-F Sand, trace Silt										
	0.9						Change in strata										
01	0.9	2.0	HA	Hand Auger	Full	0.0	Fill: brn C-F Sand, some Gravel, trace Silt, trace Asphalt										
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill: brn M-F Sand, trace Gravel, trace Silt										
03	4.0	6.0	HA	Hand Auger	Full	0.0	Same										
04	6.0	8.0	HA	Hand Auger	Full	0.0	Same										
05	8.0	10.0	SS	1-2-1-2	21	0.0	Same except no Gravel										
06A	10.0	11.5	SS	2-3-3-3	23	0.0	Fill: brn grey M-F Sand, trace Gravel, trace Silt										
	11.5						Change in strata										
06B	11.5	12.0	SS	2-3-3-3	23	0.0	brn Peat, little Clay, trace C-F Sand, trace Silt										
	12.0						Bottom of boring										
Note: Samples #1 & #4 (6.0' - 6.9') were saved and remaining discarded.																	

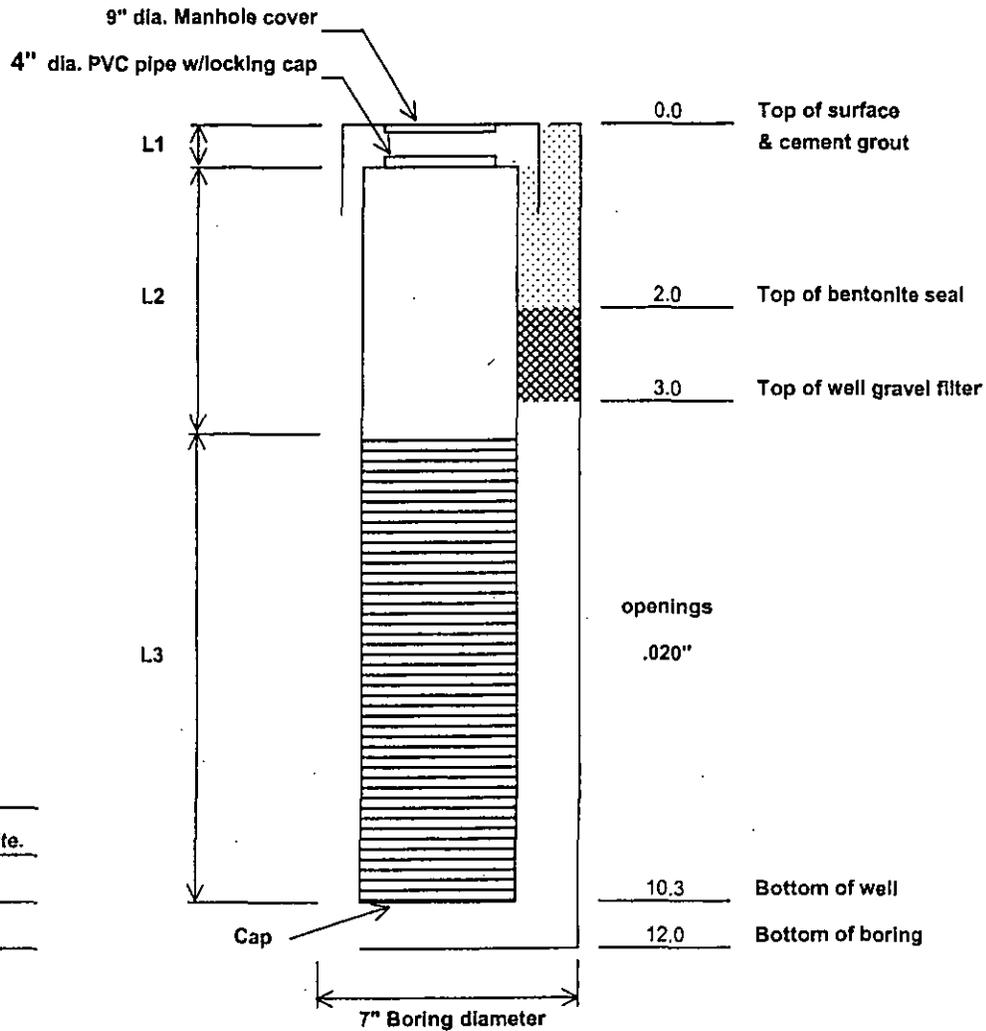


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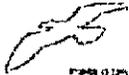
Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK Building 69 Environmental Baseline Invest. Request		CONTRACT NO. 426-06-008	
LOCATION: 3' east of PA EEU markout (50' SW of B89-MW-5)		CONTRACTOR Craig	
WELL NO. B89-MW-6	WELL TYPE A-Monitor	Date	9/21/07
DRILLER: C. Cohen		INSPECTOR: R. Gill	
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)			
DATE: 9/21/07	WATER LEVEL BEFORE: 5.8	WATER LEVEL AFTER:	
TAKEN MINUTES AFTER DEVELOPMENT			



Remarks:
Backfilled 11.5' to 12' with bentonite.

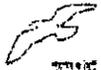


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Engineering Department
Materials Engineering

Boring Report

Project				JFK Building 69 Environmental Baseline Invest. Request			Contractor		Craig		Boring No.		B69-MW-07		Date		9/24/07								
Location										As laid out by PA EEU (80' NE of B69-MW-6)				Contract No.		426-06-008				Surface Elev.					
Borehole			2" O.D.			Hammer/ Fall (in.)			Ground Water Level																
Hammer Type			Auto			Hole Type			1			Date				Time				Depth (ft)				Remarks	
Inspector			M. Oudeh			Date			9/24/07			Time		8:35 AM		Depth (ft)		7.2'		Found in S#4					
Driller			J. Finch			Date				Time				Depth (ft)											
Site Code																									
Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks																		
	0.0	0.5					Asphalt Pavement																		
	0.5						Change in strata																		
	0.5	1.0					CRUSHED ROCK																		
	1.0						Change in strata																		
01	1.0	2.0	HA	Hand Auger	Full	0.0	Fill - dk. brn. C-F Sand, little Gravel, tr. Silt																		
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt																		
03	4.0	6.0	HA	Hand Auger	Full	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt																		
04	6.0	8.0	HA	Hand Auger	Full	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt																		
05	8.0	10.0	SS	6-4-5-3	20"	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt																		
06A	10.0	10.3	SS	W O H	24	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt																		
	10.3						Change in strata																		
06B	10.3	12.0	SS				brn. Fiberous Peat and grey Organic Clay																		
	12.0						Bottom of Boring																		
							Note: All samples were screened for VOC's. Samples #1 & #4 (6.0' - 7.0') were saved and remaining discarded.																		

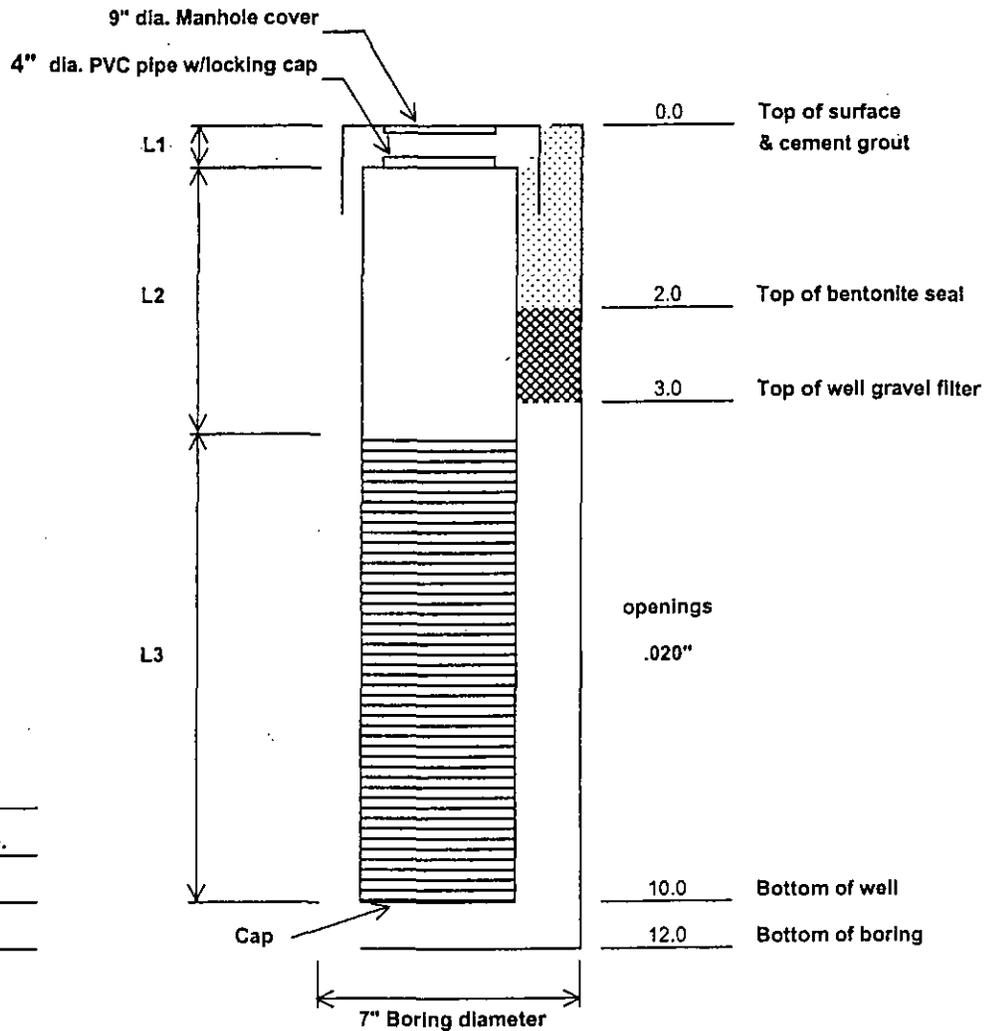


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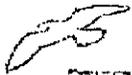
Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK Building 69 Environmental Baseline Invest. Request		CONTRACT NO. 426-06-008	
LOCATION: As laid out by PA EEU (80' NE of B69-MW-6)		CONTRACTOR Craig	
WELL NO. B69-MW-07	WELL TYPE A-Monitor	Date	9/24/07
DRILLER: J. Finch		INSPECTOR: M. Oudeh	
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)			
DATE: 9/24/07	WATER LEVEL BEFORE: 7.0	WATER LEVEL AFTER: 7.0	
TAKEN 60 MINUTES AFTER DEVELOPMENT			



Remarks:
Backfilled 10' to 12' with bentonite.

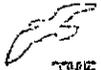


THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project			Contractor			Boring No.		Date		
JFK Building 69 Environmental Baseline Invest. Request			Craig			B69-MW-8		9/21/07		
Location						Contract No.		Surface Elev.		
As laid out by PA EEU (25' North of guard booth)						426-06-008				
Borehole		Hammer/ Fall (in.)		Ground Water Level						
2" O.D.										
Hammer Type		Hole Type		Date		Time		Depth (ft)		Remarks
Auto		1		9/21/07		11:38 AM		7.5		Found in sample #4
Inspector		Driller								
R. Gill		C. Cohen								
Site Code										
Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks			
	0.0	0.5					Asphalt Pavement			
	0.5						Change in strata			
	0.5	1.0					Fill: gry Crushed Rock, trace C-F Sand, trace Silt			
	1.0						Change in strata			
01	1.0	2.0	HA	Hand Auger	Full	0.0	Fill: brn C-F Sand, some Gravel, tr Silt, tr Asphalt			
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill: brn C-F Sand, tr Gravel, tr Silt			
03	4.0	6.0	HA	Hand Auger	Full	0.0	Same			
04	6.0	8.0	HA	Hand Auger	Full	0.0	Same			
05	8.0	10.0	SS	1-1-2-2	24	0.0	Same			
06	10.0	12.0	SS	1-1-2-1	23	0.0	Same			
07A	12.0	12.6	SS	WOR/6-2-4-3	24	0.0	Same except brn grey			
	12.6						Change in strata			
07B	12.6	14.0	SS	WOR/6-2-4-3	24	0.0	brn Peat, little Clay, trace C-F Sand, trace Silt			
	14.0						Bottom of boring			
Note: Samples #1 & #4 (7.0' - 7.5') were saved and remaining discarded.										



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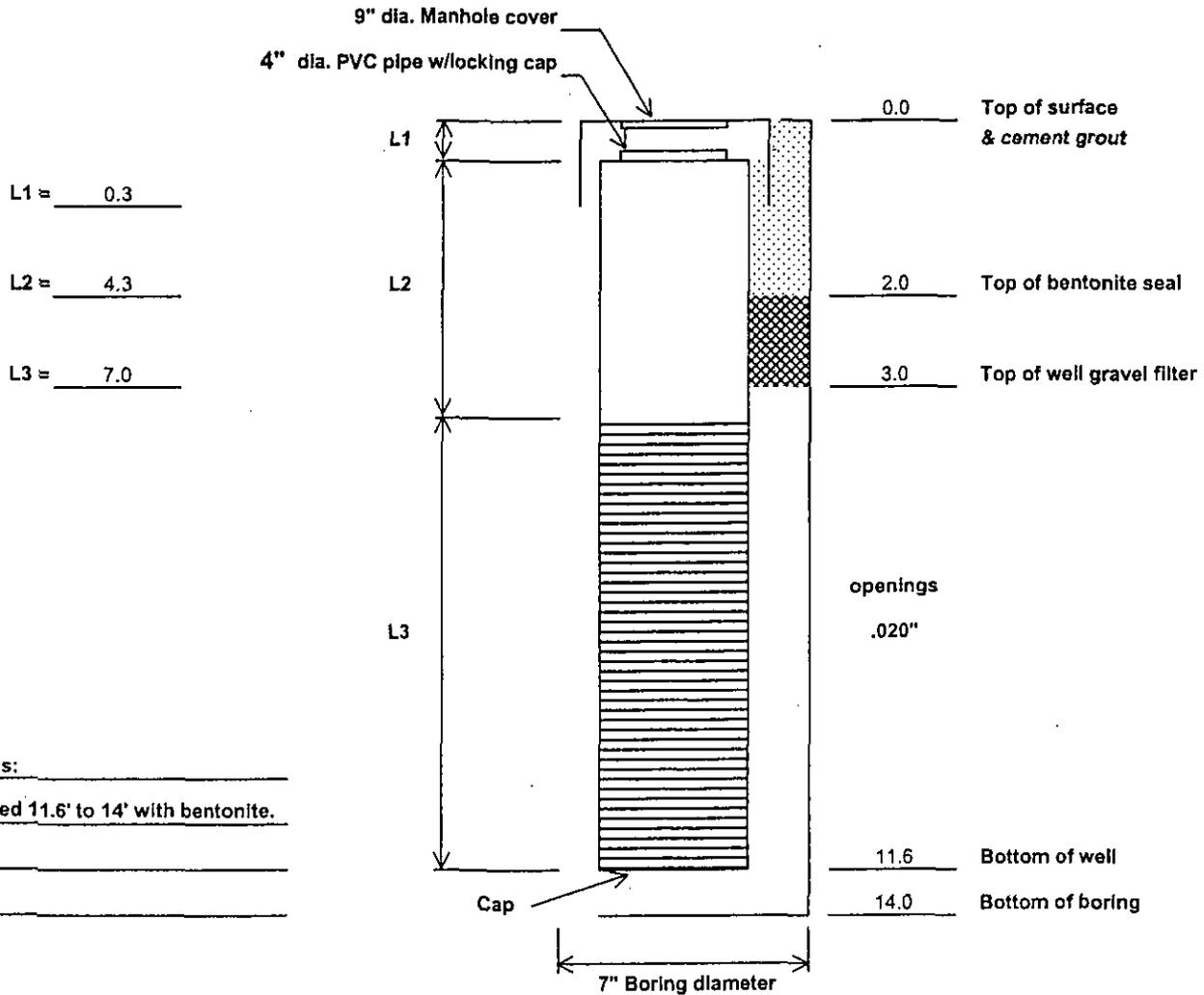
Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK Building 69 Environmental Baseline Invest. Request		CONTRACT NO. 426-06-008	
LOCATION: As laid out by PA EEU (25' North of guard booth)		CONTRACTOR Craig	
WELL NO. B69-MW-8	WELL TYPE A-Monitor	Date	9/21/07
DRILLER: C. Cohen		INSPECTOR: R. Gill	

Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)

DATE: 9/21/07	WATER LEVEL BEFORE: 6.5	WATER LEVEL AFTER:
TAKEN MINUTES AFTER DEVELOPMENT		



Remarks:
Backfilled 11.6' to 14' with bentonite.



THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project			JFK Building 69 Environmental Baseline Invest. Request			Contractor		Craig		Boring No.		B69-MW-09		Date		9/24/07			
Location										As laid out by PA EEU (67' NE of B69-MW-8)				Contract No.		426-06-008		Surface Elev.	
Borehole			2" O.D.			Hammer/ Fall (in.)		Ground Water Level											
Hammer Type			Auto			Hole Type		1		Date		Time		Depth (ft)		Remarks			
Inspector			M. Oudeh			Date		9/24/07		Time		10:30 AM		Depth (ft)		5.9'		Found in S#3	
Driller			J. Finch			Date				Time				Depth (ft)					
fa_code																			
Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks												
	0.0	0.5					Asphalt Pavement												
	0.5						Change in strata												
	0.5	1.0					CRUSHED ROCK												
	1.0						Change in strata												
01	1.0	2.0	HA	Hand Auger	Full	0.0	Fill - dk. brn. C-F Sand, little Gravel, tr. Silt												
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt												
03	4.0	6.0	HA	Hand Auger	Full	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt												
04	6.0	8.0	SS	Hand Auger	Full	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt												
05A	8.0	8.2	SS	1 / 24"	24	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt												
	8.2						Change in strata												
05B	8.2	10.0	SS				brn. Fibrous Peat and grey Organic Clay												
	10.0						Bottom of Boring												
Note: All samples were screened for VOC's. Samples #1 & #3 (4.0' - 5.5') were saved and remaining discarded.																			

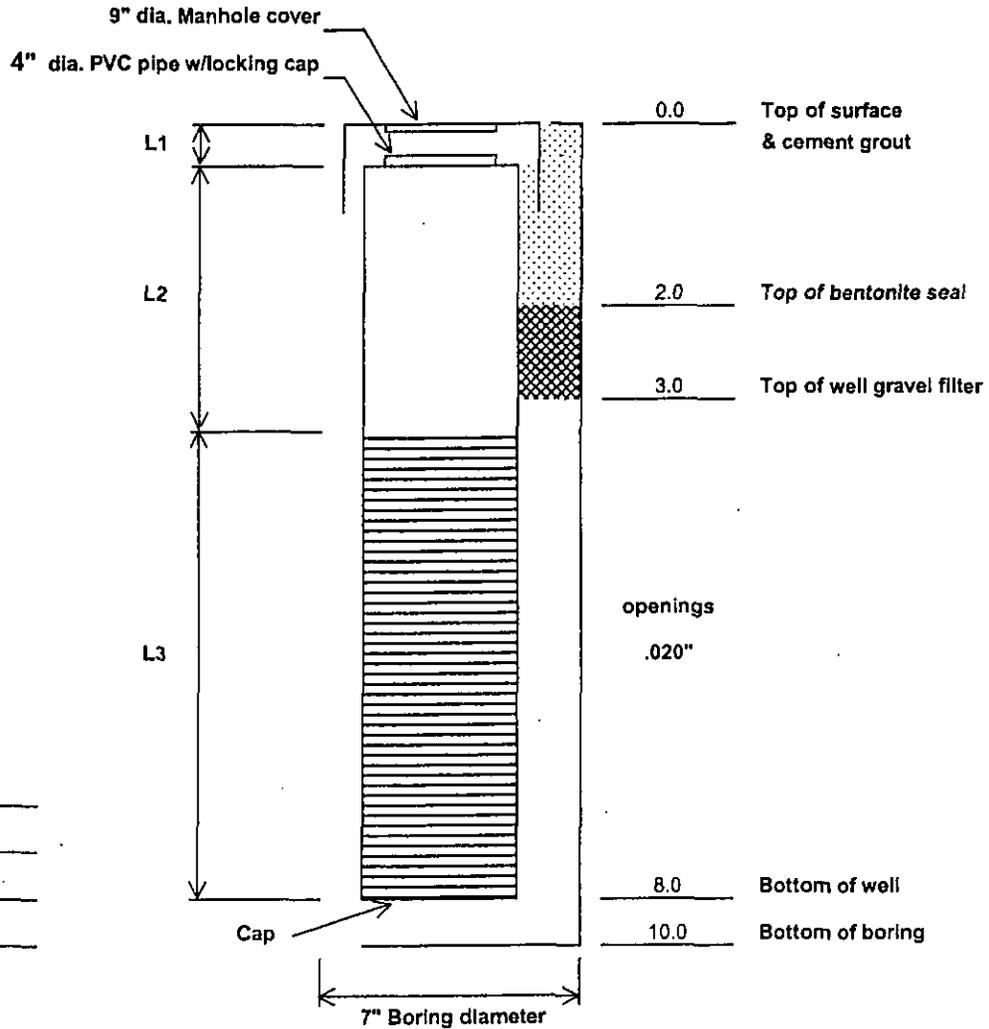


THE PORT AUTHORITY OF NY & NJ

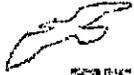
Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK Building 69 Environmental Baseline Invest. Request		CONTRACT NO.: 428-06-008	
LOCATION: As laid out by PA EEU (67' NE of B69-MW-8)		CONTRACTOR: Craig	
WELL NO.: B69-MW-09	WELL TYPE: A-Monitor	Date: 9/24/07	
DRILLER: J. Finch		INSPECTOR: M. Oudeh	
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)			
DATE: 9/24/07	WATER LEVEL BEFORE: 6.0	WATER LEVEL AFTER: 6.0	
TAKEN 60 MINUTES AFTER DEVELOPMENT			



Remarks:
Backfilled 8' to 10' with bentonite.



THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project			JFK Building 69 Environmental Baseline Invest. Request			Contractor		Craig		Boring No.		B69-MW-10		Date		9/19/07			
Location										As laid out by PA EEU (66' NW of B69-MW-12)				Contract No.		426-06-008		Surface Elev.	
Borehole			2" O.D.			Hammer/ Fall (in.)		Ground Water Level											
Hammer Type			Auto			Hole Type		1		Date		Time		Depth (ft)		Remarks			
Inspector			M. Oudeh			Date		9/19/07		Time		9:00 AM		Depth (ft)		6.9		Found in S#4	
Driller			J. Finch			Date				Time				Depth (ft)					
Site Code																			
Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks												
	0.0	0.5					Asphalt Pavement												
	0.5						Change in strata												
01	0.5	2.0	HA	Hand Auger	Full	0.0	Fill - grey - brn. C-F Sand, some Gravel, tr. Silt												
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill - grey - brn. C-F Sand, some Gravel, tr. Silt												
03	4.0	6.0	HA	Hand Auger	Full	0.0	Fill - grey - brn. M-F Sand, some Gravel, tr. Silt												
04	6.0	8.0	HA	Hand Auger	Full	0.0	Fill - grey - brn. M-F Sand, tr. Gravel, tr. Silt												
05	8.0	10.0	SS	3-4-3-4	21"	0.0	Fill - grey - brn. M-F Sand, tr. Gravel, tr. Silt												
06A	10.0	11.6	SS	6-5-6-2	19"	0.0	Fill - grey - brn. M-F Sand, tr. Gravel, tr. Silt												
	11.6						Change in strata												
06B	11.6	12.0	SS			0.0	brn. Fibrous Peat												
	12.0						Bottom of boring												
Note: All samples were screened for VOC's. Samples #1 & #4 (6.0' - 6.5') were saved and remaining discarded. Duplicate sample was taken S#4 (6'-6.5').																			

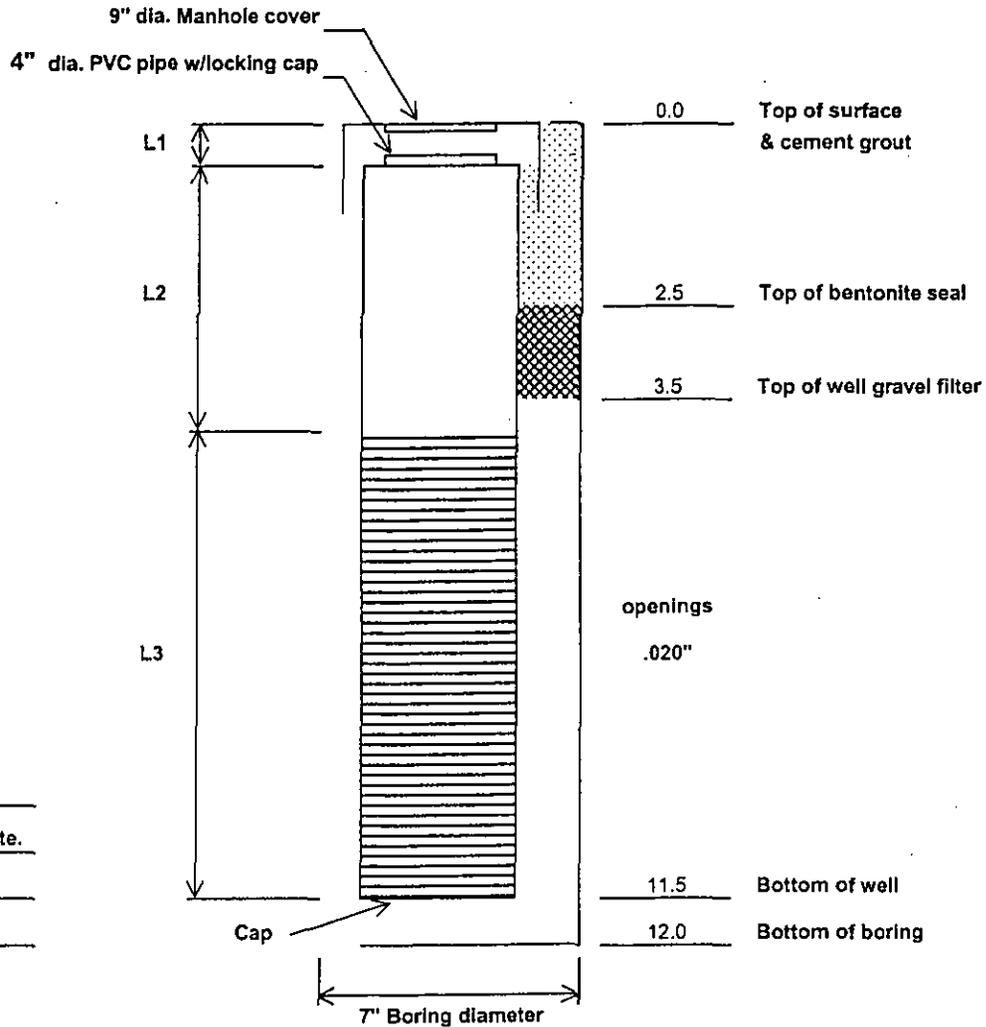


THE PORT AUTHORITY OF NY & NJ

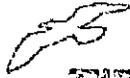
Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK Building 69 Environmental Baseline Invest. Request		CONTRACT NO. 426-08-008	
LOCATION: As laid out by PA EEU (66' NW of B69-MW-12)		CONTRACTOR Craig	
WELL NO. B69-MW-10	WELL TYPE A-Monitor	Date 9/19/07	
DRILLER: J. Finch		INSPECTOR: M. Oudeh	
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)			
DATE: 9/19/07	WATER LEVEL BEFORE: 6.8	WATER LEVEL AFTER: 6.8	
TAKEN 60 MINUTES AFTER DEVELOPMENT			



Remarks:
Backfilled 11.5' to 12' with bentonite.



THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project			JFK Building 69 Environmental Investigation.			Contractor		Craig		Boring No.		B69MW11		Date		9/20/07			
Location						As laid out by EEU.						Contract No.		426-06-008				Surface Elev.	
Spoon			N/A 1.375" I.D.			Hammer/ Fall (In.)		140 lbs./30"		Ground Water Level									
Hammer Type		Safety		Hole Type		1		Date		Time		Depth (ft)		Remarks					
Inspector		J.Zarks						9/20/07		8:40AM		6		In sample # 04					
Driller		J.Finch																	
Site Code																			
Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks												
	0.0	0.5					Asphalt layer.												
01	5.0	2.0	HA.	Hand Auger	Full	0.0	Fill Gray C-F Sand ,tr Gravel,tr.Silt.												
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill Gray F Sand & Silt.												
03	4.0	6.0	HA	Hand Auger	Full	0.0	Same.												
04	6.0	8.0	HA	Hand Auger	Full	0.0	Same.												
05	8.0	10.0	SS	4-3-3-2	16"	0.0	Same.												
06	10.0	11.7	SS	W O H	18"	0.0	Same.												
	11.7						Change in Strata.												
07	11.7	12.0	SS	3	3"	0.0	Peat.												
	12.0						Bottom of Boring.												
Note: All samples were screened with PID-Meter & discarded, Samples # 01(0.5'-1.0') & 03(5.5-6.0) saved.																			

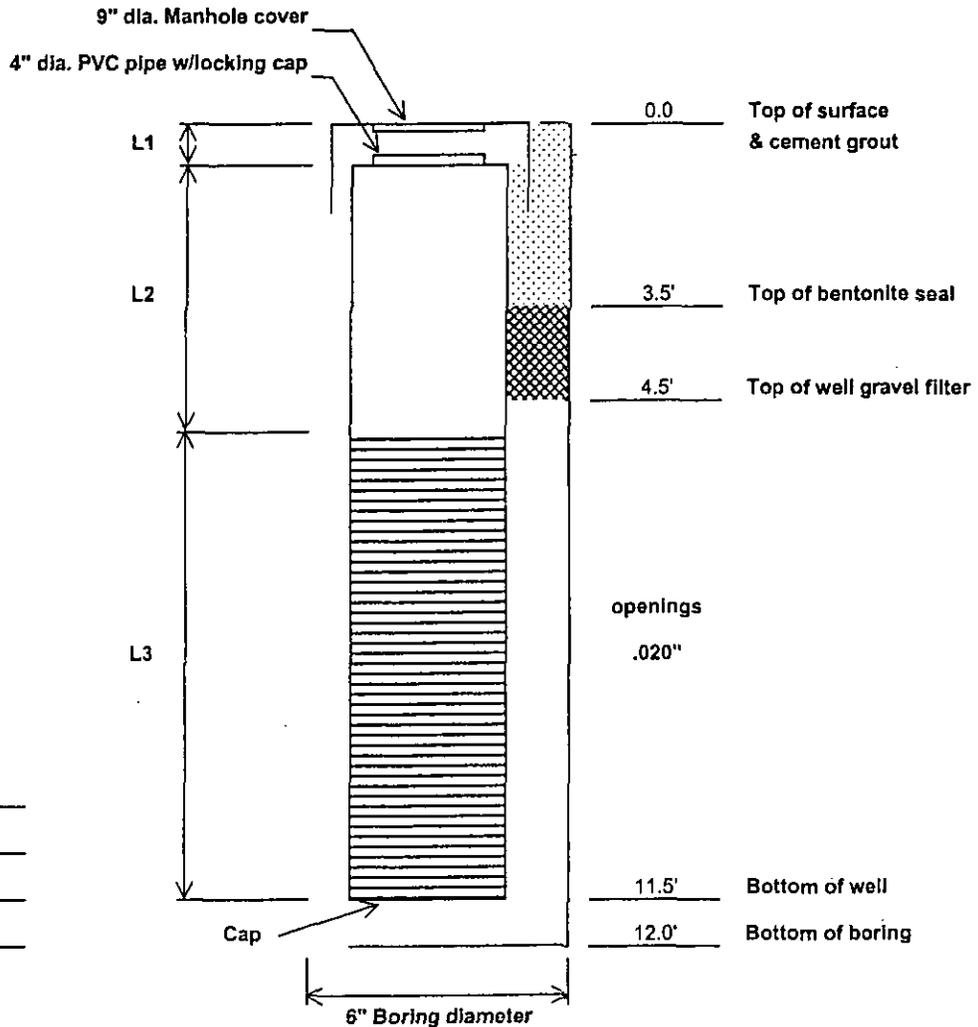


THE PORT AUTHORITY OF NY & NJ

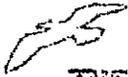
Engineering Department
Materials Engineering

Well Installation Report

PROJECT: JFK Building 69 Environmental Investigation.		CONTRACT NO. 428-06-008	
LOCATION: As laid out by EEU.		CONTRACTOR Craig	
WELL NO. B69MW11	WELL TYPE "A" Monitor	DATE: 9/20/07	
DRILLER: J.Finch.		INSPECTOR: J.Zarks	
Well Development Report (NOTE: WATER LEVEL READINGS FROM TOP OF PVC)			
DATE: 9/20/07	WATER LEVEL BEFORE: 6.0'	WATER LEVEL AFTER: 5.8'	
TAKEN 45 MINUTES AFTER DEVELOPMENT			



Remarks:



THE PORT AUTHORITY OF NY & NJ

Engineering Department
Materials Engineering

Boring Report

Project		JFK Building 69 Environmental Baseline Invest. Request		Contractor		Craig		Boring No.		B69-MW-12		Date		9/19/07			
Location								As laid out by PA EEU (47' North of Bldg. 69 NW corner)				Contract No.		426-06-008		Surface Elev.	
Borehole		2" O.D.		Hammer/ Fall (In.)		Ground Water Level											
Hammer Type		Auto		Hole Type		1		Date		Time		Depth (ft)		Remarks			
Inspector		M. Oudeh		Date		9/19/07		Time		10:55 AM		Depth (ft)		6.9		Found in S#4	
Driller		J. Finch		Date				Time				Depth (ft)					
Job Code				Date				Time				Depth (ft)					
Sample No.	Start Depth (ft)	End Depth (ft)	Method	Spoon Blows/6"	Re-cov'd	PID Reading	Sample Description and Remarks										
	0.0	0.5					Asphalt Pavement										
	0.5						Change in strata										
01	0.5	2.0	HA	Hand Auger	Full	0.0	Fill - brn. - grey C-F Sand, some Gravel, tr. Silt										
02	2.0	4.0	HA	Hand Auger	Full	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt										
03	4.0	6.0	HA	Hand Auger	Full	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt										
04	6.0	8.0	HA	Hand Auger	Full	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt										
05	8.0	10.0	SS	9-7-8-7	18"	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt										
06A	10.0	11.4	SS	3-1-2-1	21"	0.0	Fill - brn. M-F Sand, tr. Gravel, tr. Silt										
	11.4						Change in strata										
06B	11.4	12.0	SS			0.0	grey Organic Clay, some brn. Fibrous Peat										
	12.0						Bottom of boring										
							Note: All samples were screened for VOC's. Samples #1 & #4 (6.0' - 6.5') were saved and remaining discarded.										

APPENDIX C

Well Purging and Field Sampling Results

Well Gauging Data Sheets



THE PORT AUTHORITY OF NY & NJ

MATERIALS ENGINEERING DIVISION

WELL GAUGING DATA SHEET

PROJECT: JFK - Building 69

CHARGE CODE: A03-904.711

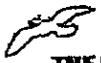
WELL ID	Date	Time	PID (ppm)	DTP	DTW	TDW	Dia. (in.)
B69-MW-01	10/1/2007	11:49	0.0	-	5.82	11.09	4
B69-MW-02	10/1/2007	11:45	0.0	-	4.32	8.71	4
B69-MW-03	10/1/2007	11:43	1.3	-	5.02	8.65	4
B69-MW-04	10/1/2007	11:40	2.9	***	4.39	10.06	4
B69-MW-05	10/1/2007	11:36	5.6	-	5.69	9.50	4
B69-MW-06	10/1/2007	12:06	0.4	-	5.56	9.57	4
B69-MW-07	10/1/2007	12:10	0.0	-	6.51	9.09	4
B69-MW-08	10/1/2007	12:13	0.1	6.63 ⁺	6.65	10.17	4
B69-MW-09	10/1/2007	12:20	0.1	-	5.74	7.49	4
B69-MW-10	10/1/2007	11:51	0.0	-	5.71	11.09	4
B69-MW-11	10/1/2007	12:02	1.0	-	4.95	10.78	4
B69-MW-12	10/1/2007	11:55	0.5	-	6.17	10.69	4
B69-MW-13	10/1/2007	11:58	0.4	-	6.37	11.03	4

DTP = Depth to Product (feet)
 DTW = Depth to Water (feet)
 TDW = Total Depth of Well (feet)
 PT = Pridcut Thickness (feet)

Comments: _____

*** : very minor sheen - petro odor _____

+ : no petro odor _____



THE PORT AUTHORITY OF NY & NJ MATERIALS ENGINEERING DIVISION
WELL GAUGING DATA SHEET

PROJECT: JFK - Building 69

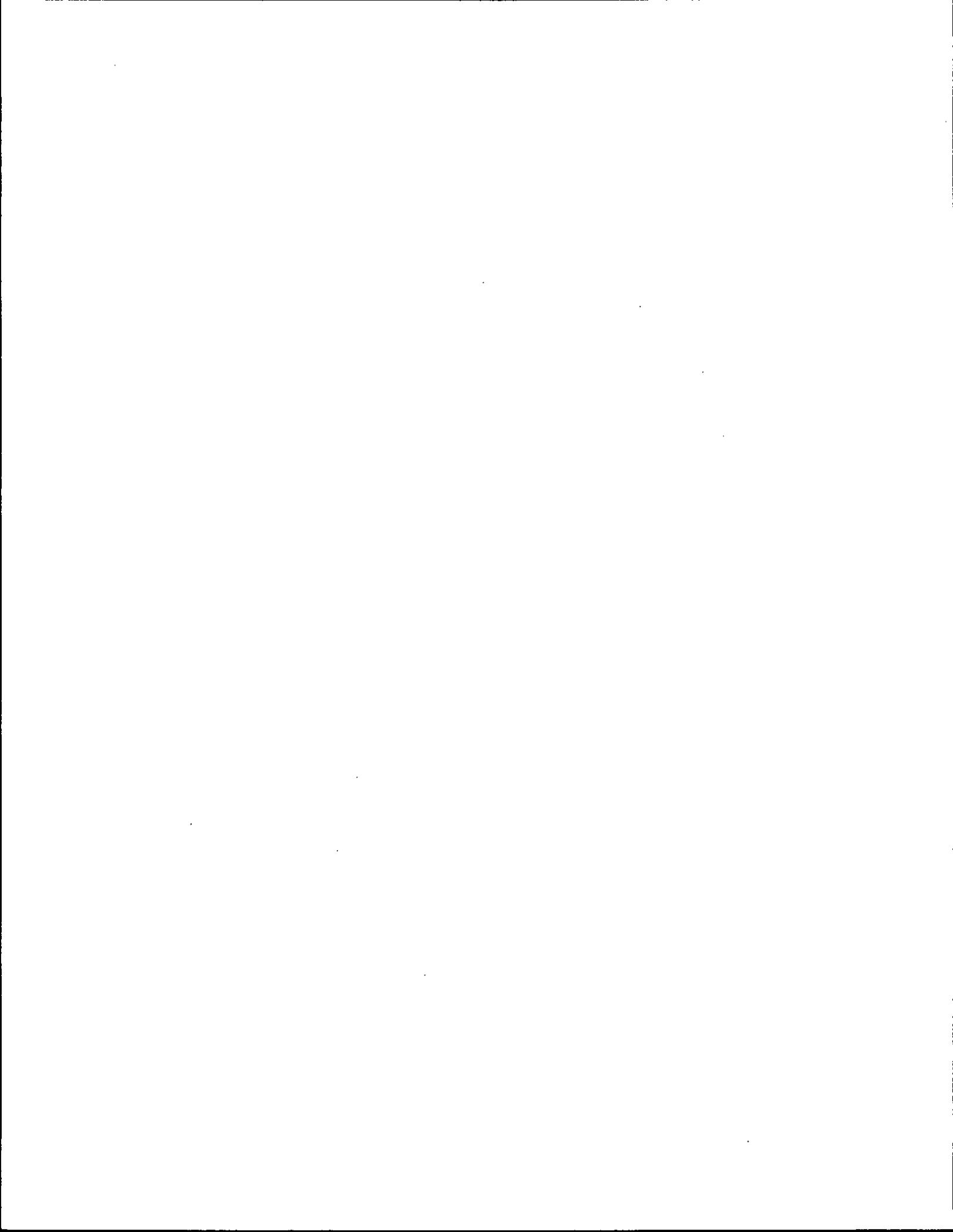
CHARGE CODE: A03-904.711

WELL ID	Date	Time	DTP	DTW	TDW	Dia. (in.)	P.T.
B69-MW-01	10/1/2007	11:49	—	5.82	11.09	4	0.0
B69-MW-02	10/1/2007	11:45	—	4.32	8.71	4	0.0
B69-MW-03	10/1/2007	11:43	—	5.02	8.65	4	1.3
B69-MW-04	10/1/2007	11:40	*—*	4.39	10.06	4	2.9
B69-MW-05	10/1/2007	11:36	—	5.69	9.50	4	5.6
B69-MW-06	10/1/2007	12:00	—	5.56	9.57	4	0.4
B69-MW-07	10/1/2007	12:10	—	6.51	9.09	4	0.0
B69-MW-08	10/1/2007	12:13	6.63*	6.65	10.17	4	0.1
B69-MW-09	10/1/2007	12:20	—	5.74	7.49	4	0.1
B69-MW-10	10/1/2007	11:51	—	5.71	11.09	4	0.0
B69-MW-11	10/1/2007	12:02	—	4.95	10.78	4	1.0
B69-MW-12	10/1/2007	11:55	—	6.17	10.69	4	0.5
B69-MW-13	10/1/2007	11:58	—	6.37	11.03	4	0.4

DTP = Depth to Product (feet)
 DTW = Depth to Water (feet)
 TDW = Total Depth of Well (feet)
 PT = Pridcut Thickness (feet)

Comments: * very minor sheen (debris) - petro odor
 + : no petro odor
 — NEED CONES —

Well Development Data Sheets



Schedule A

Standard Endorsements

To

Lease No. AYD-810

Between

The Port Authority of New York and New Jersey

And

ELRAC, LLC

SCHEDULE A

To Lease No. AYD-810

Between the PORT AUTHORITY and ELRAC, LLC

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1. **Definitions.**

(a) Unless the context shall clearly indicate some other meaning or may otherwise require, capitalized terms used in these Standard Endorsements without definition will have the meanings ascribed thereto in the Terms and Conditions to this Lease, as the same may be amended, modified or supplemented from time to time (such meanings to be equally applicable to both the singular and plural forms of the defined terms).

(b) In addition thereto, and unless otherwise indicated or unless the context otherwise requires, the following capitalized terms used in this Lease shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the defined terms):

"Affiliate" shall mean any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Lessee and any Person in which the Lessee or a shareholder of the Lessee has an ownership, licensor/licensee or franchiser/franchisee interest or relationship, but if the Lessee shall be a corporation whose voting securities shall be registered with the Securities and Exchange Commission and publicly traded on a regular basis then only such shareholder of the Lessee having an ownership interest greater than five percent (5%). As used in this definition, the term "control" (including the terms controlling, controlled by and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" shall mean this Agreement of Lease.

"Airport" shall mean John F. Kennedy International Airport in the County of Queens, City and State of New York.

"Basic Lease" shall mean the Amended and Restated Agreement of Lease between The City of New York, as landlord, and the Port Authority, as tenant, dated as of November 24, 2004, as the same from time to time may be supplemented or amended and/or restated. Said agreement dated as of November 24, 2004, has been recorded in the Office of the Register of The City of New York, County of Queens, on December 3, 2004 with a City Register File Number of 2004000748687.

"City" and **"City of New York"** shall mean the municipal corporation of the State of New York known as The City of New York.

"Contractor" shall have the meaning set forth in Schedule E.

"EEO" shall have the meaning set forth in Schedule E.

"Environmental Damages" shall mean any one or more of the following: (i) the presence in, on, or under the Premises of any Hazardous Substance whether such presence

occurred prior to or during the term of the letting under this Agreement or resulted from any act or omission of the Lessee or others, and/or (ii) the disposal, discharge, release or threatened release of any Hazardous Substance from the Premises or of any Hazardous Substance from under the Premises and/or (iii) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (x) the Lessee's use and occupancy of the Premises or the performance of construction work or any other work or activities at the Premises or (y) a migration of a Hazardous Substance from the Premises or from under the Premises or (z) the Lessee's operations at the Airport, and/or (iv) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (i), (ii) or (iii) above, and/or (v) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (i), (ii) or (iii) above, the Premises and/or the activities thereon.

“Environmental Requirements” shall mean all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, “best management practices plans”, and other programs adopted and agreements made by the Port Authority with any governmental agencies (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist;

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public; and

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Superfund Amendments and Reauthorization Act of 1986

("SARA"), Section 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

"Equal Employment Opportunity" or **"EEO"** shall have the meaning set forth in Schedule E.

"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 said General Manager by this Agreement; but until further notice from the Port Authority to the Lessee it shall mean the General Manager (or the temporary or acting General Manager) of the Airport for the time being, or his duly designated representative or representatives.

"Governmental Authority", **"Governmental Board"** and **"Governmental Agency"** shall each mean federal, state, municipal and other governmental authorities, boards and agencies of any state, nation or government, except that they shall not be construed to include the Port Authority.

"Hazardous Substance" shall mean any pollutant, contaminant, toxic or hazardous waste, 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 other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be 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.

"Lessee" shall have the meaning set forth in the preamble to this Agreement.

"Local Business Enterprise" or **"LBE"** shall have the meaning set forth in Schedule F attached hereto.

"Meaningful Participation" shall have the meaning set forth in Schedule E hereof.

"Minority" shall have the meaning set forth in Schedule E hereof.

"Minority Business Enterprise" or **"MBE"** shall have the meaning set forth in Schedule E.

"Person" shall mean not only a natural person, corporation or other legal entity, but also two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

"Port Authority" shall mean the Port Authority of New York and New Jersey, a body corporate and politic, established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America.

"Port of New York District" shall have the meaning set forth in Article II of the Compact.

"Tank" shall have the meaning set forth in Standard Endorsement 29 hereof entitled "Storage Tanks".

"Women-owned Business Enterprise" or **"WBE"** shall have the meaning set forth in Schedule E.

2. Condition of the Premises.

(a) The Lessee accepts the Premises in their "as is" condition and the Port Authority shall not have any responsibility for any work or installation to the Premises to make the same usable by the Lessee, to place them in any particular condition or to reimburse the Lessee for any work or installation as may be made by or on behalf of the Lessee, the Lessee having exclusive responsibility therefore. The Lessee hereby acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the condition of the Premises. The Lessee, prior to any portion of the Premises becoming a part of the Premises hereunder, thoroughly examined or shall examine, as the case shall be, such portion of the Premises and determined it to be suitable for the Lessee's operations under this Agreement.

(b) It is hereby understood and agreed that whenever reference is made in this Agreement to the condition of the Premises as of the commencement of the term thereof, the same shall be deemed to mean the condition of the Premises when the Lessee first occupied the Premises, and as to the improvements made and the alteration work performed during the term of this Agreement or of any prior lease, license or other agreement with the Lessee covering any portion of the Premises, in the condition existing after the completion of the same.

3. Limitation of Rights and Privileges Granted.

(a) *No Greater Rights.* No greater rights or privileges with respect to the use of the Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision hereof, than the rights and privileges expressly and specifically granted hereby.

(b) *Subject to Easements, etc.* The Premises are let to the Lessee and the Lessee takes the same subject to all the following: (x) easements, restrictions, reservations, covenants and agreements, if any, to which the Premises are subject, rights of the public in and to any public street, (y) rights, if any, of any enterprise, public or private which is engaged in furnishing heating, lighting, power, telegraph, telephone, steam, or transportation services and of the City and State of New York and (z) permits, licenses, regulations and restrictions, if any, of the United States, the City of New York or State of New York or other Governmental Authority.

4. Late and Service Charges.

(a) *Late Charge.* If the Lessee should fail to pay any amount required under this Agreement when due to the Port Authority, including without limitation any payment of rentals 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 (described below) 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 of such unpaid amount for each late charge period. There shall be twenty-four 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 (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 audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement.

(b) *Service Charge.* 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), in addition to the late charge provided above, a service charge in the amount of five percent (5%) of each amount determined by the audit findings to be unpaid.

(c) *No Waiver.* Each late charge and service charge shall be payable immediately upon demand made at any time therefor by the Port Authority, as the case may be. No acceptance by the Port Authority of payment of any unpaid amount shall be deemed a waiver of the right of the Port Authority, respectively, to payment of any late charge or service charge payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each late charge and service charge shall be recoverable in the same manner and with like remedies as if it were originally a part of the rentals set forth in the Section of the Terms and Conditions of this Agreement entitled "Rental". Nothing in this Standard Endorsement is

intended to, or shall be deemed to, affect, alter, modify or diminish in any way (x) any rights of the Port Authority under this Agreement, including without limitation the rights of the Port Authority set forth in Standard Endorsement No. 19 of this Agreement entitled "Termination by the Port Authority" or (y) any obligations of the Lessee under this Agreement. In the event that any late charge imposed pursuant to this Standard Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Agreement shall be payable instead at such legal maximum.

5. Place of Payments.

All payments required of the Lessee by this Agreement 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: 5950011618

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 Lessee.

6. Effect of Basic Lease.

(a) The letting shall, in any event, terminate with the termination or expiration of the Basic Lease with the City which covers the Premises, such termination to be effective on such date and to have the same effect as if the term of the letting had on that date expired. The rights of the Port Authority in the Premises are those granted to it by the Basic Lease, and no greater rights are granted to the Lessee than the Port Authority has power thereunder to grant.

(b) In accordance with the provisions of the Basic Lease, the Port Authority and the Lessee hereby agree as follows:

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

(ii) The Lessee shall not pay rent or other sums under this Agreement for more than one (1) month in advance (excluding security and other deposits required under this Agreement);

(iii) With respect to this Lease, the Lessee on the termination of the Basic Lease will, at the option of the City, attorn to, or enter into a direct lease on identical terms with, the City;

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

(v) The Lessee shall not use the Premises hereunder or any other portion of the Airport for any use other than as permitted under the Basic Lease;

(vi) The Lessee shall use, operate and maintain the Premises hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the Basic Lease;

(vii) The failure of the Lessee to comply with the foregoing provisions shall be an event of default under this Lease, which, after the giving of reasonable notice, shall provide the Port Authority with the right to terminate this Lease and exercise any other rights that the Port Authority may have as the landlord 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 Lessee pursuant to this Lease.

(c) The rights and obligations of the Lessee with respect to continuance of this Agreement upon the expiration or termination of the Basic Lease shall be as set forth in paragraph (b)(iii) of this Standard Endorsement and the Lessee shall not enter into any recognition or nondisturbance agreement with the City with respect to the continuance of this Lease after the termination or expiration thereof or into any other agreement covering the Lessee's use and occupancy of the Premises hereunder without the prior written consent of the Port Authority.

7. Rules and Regulations and Airport Standards.

(a) *On the Premises.* The Lessee covenants and agrees to observe and obey (and to require its officers, employees, guests, invitees and those doing business with it to observe and obey) the existing Rules and Regulations of the Port Authority, the Airport Standards Manual of the Port Authority, and such reasonable future rules and regulations and airport standards (including amendments and supplements to the existing Rules and Regulations and the Airport Standards Manual) for the government of the conduct and operations of the Lessee and others on the Premises as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, noise, sanitation, good order and the economic and efficient operation of the Airport. The obligation of the Lessee to require such observance and obedience on the part of its guests, invitees and business visitors shall obtain only while such Persons are on the Premises. The Port Authority agrees that except in cases of emergency, it will give notice to the Lessee of every such future rule, regulation, or airport standard adopted by it at least ten (10) days before the Lessee shall be required to comply therewith.

(b) *Off of the Premises.* The use by the Lessee and its officers, employees, guests, invitees, sublessees, and those doing business with it, of any and all other portions of the Airport which it may be entitled to use under this Agreement (other than the Premises) shall be subject to the Rules and Regulations and Airport Standards Manual of the Port Authority in effect as of the Effective Date, and such reasonable future rules and regulations and airport standards (including amendments and supplements to the existing Rules and Regulations and the Airport Standards Manual) as the Port Authority may from time to time promulgate in the public interest and in the interest of health, safety, noise, sanitation, good order and the economic and efficient operation of the Airport.

(c) *Availability of Copies.* If a copy of the Rules and Regulations or the Airport Standards Manual is not attached, then the Port Authority will notify the Lessee thereof either by delivery of a copy, or by making a copy available at the office of the Secretary of the Port Authority.

8. Ingress and Egress.

(a) *City Streets.* The Lessee, its officers, employees, customers, patrons, invitees, contractors, suppliers of material and furnishers of service, shall have the right of ingress and egress between the Premises and a city street or public way outside the Airport by means of existing roadways used in common with others having rights of passage within the Airport, provided, however, that the Port Authority may from time to time substitute other reasonably equivalent means of ingress and egress.

(b) *Use Subject to Rules and Regulations.* The use of all roadways shall be subject to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be promulgated for the safe and efficient operation of the Airport.

(c) *Closure of Roadways.* The Port Authority may, at any time, temporarily or permanently close, or consent to or request the closing of, any roadway or any other area at the Airport presently or hereafter used as such, so long as a reasonably equivalent means of ingress and egress remains available to the Lessee. The Lessee hereby releases and discharges the Port Authority, and all municipalities and other governmental authorities, and their respective successors and assigns of and from any and all claims, demands or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any roadway or other area, whether within or outside the Airport, provided a reasonably equivalent means of access is available.

(d) *No Interference with Access of Others.* The Lessee shall not do or permit anything to be done that will interfere with the free access and passage of others to space adjacent to the Premises or in any streets, ways and walks near the Premises.

9. Compliance with Governmental Requirements.

(a) *Obligation to Comply.* The Lessee shall promptly comply with, observe and execute all laws and ordinances and governmental rules, regulations, orders, requirements and similar items, including without limitation all Environmental Requirements, now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect (w) the Premises or the ground water thereunder, (x) the operations of the Lessee at the Premises or the Airport, (y) the occupancy and use of the Premises and/or (z) any Hazardous Substance which has migrated from or from under the Premises. The Lessee shall, in accordance with and subject to the provisions of Standard Endorsement No. 12 hereof entitled "Construction by the Lessee" make any and all structural and non-structural improvements, alterations or repairs of the Premises and perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein.

(b) *Obligation to Procure Licenses, etc.* The Lessee shall procure at its own cost and expense from all Governmental Authorities having jurisdiction over the operations of the Lessee hereunder and shall maintain in full force and effect throughout the Term all licenses, certificates, permits or other authorizations that may be necessary for the conduct of such operations, and subject to Standard Endorsement No. 12 hereof entitled "Construction by the Lessee", shall make all modifications, alterations, installations, additions, repairs, replacements and improvements to the Premises to obtain and maintain such licenses, certificates, permits and authorizations. "Governmental Authority" shall not be construed as intending to include The Port Authority of New York and New Jersey, the lessor under this Agreement.

(c) *No Submission by Port Authority.* The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. 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.

(d) *Obligation under Basic Lease.* Since the Port Authority has agreed in the Basic Lease to conform to the enactments, ordinances, resolutions and regulations of the City and its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation to the extent that the Port Authority finds it practicable so to do, the Lessee shall comply with all such enactments, ordinances, resolutions and regulations which would be applicable to its operations hereunder if the Port Authority were a private corporation, except in cases where the Port Authority either notifies the Lessee that it need not comply with or directs it not to comply with any such enactments, ordinances, resolutions or regulations which are applicable only because of the Port Authority's agreement in the Basic Lease. The Lessee shall, for the Port Authority's information, deliver to the Port Authority promptly after receipt of any notice, warning, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation a true copy of the same. Any direction by the Port Authority to the Lessee not to comply with any such enactment, ordinance, resolution or regulation shall be given only pursuant to a resolution duly adopted by

the Board of Commissioners of the Port Authority or by an authorized committee of its Board and if any such direction is given by the Port Authority to the Lessee, the Port Authority, to the extent that it may lawfully do so, shall indemnify and hold the Lessee harmless from and against all claims, actions, damages, liabilities, fines, penalties, costs and expenses suffered or incurred by the Lessee as a result of non-compliance with such enactment, ordinance, resolution or regulation.

(e) *Taxes and Assessments on Lessee's Property.* The Lessee shall pay all license, certification, permit and examination fees, duties, excises, taxes and other governmental charges of every character, present and future, which may be assessed, levied, exacted or imposed on the Lessee's property, operations or occupancy hereunder or on any property whatsoever which may be received at the Premises or any rental or income therefrom including any penalties or interest thereon, and any taxes on personal property which may be assessed, levied, exacted, or imposed, and the Lessee shall make all applications and reports required in connection therewith. If any bond or other undertaking shall be required by any Governmental Authority in connection with any of the operations of the Lessee or any property received or exhibited by the Lessee at the Premises, the Lessee shall furnish the same and pay all expenses in connection therewith. The Lessee shall also pay any and all corporate franchise and excise and other taxes, fees and other charges assessed, levied or imposed on the Lessee in respect of its corporate existence or its right to do business. No alleged or purported immunity or exemption from any taxes or fees described in this paragraph available to the Port Authority shall be grounds for or excuse non-payment thereof by the Lessee.

(f) *Taxes and Assessments with Respect to the Premises.* The Lessee shall pay any and all real estate taxes or any other tax, assessment, levy, fee or charge, general or special, ordinary or extraordinary, foreseen or unforeseen, of whatever nature or kind which during the term of the letting hereunder may be levied, assessed, imposed or charged by any taxing or other Governmental Authority upon the Premises or upon occupancy of the Premises or any structure or improvement erected or made thereon or any appurtenances or any facilities of the Premises or upon the leasehold estate hereby created, or with respect to the rentals or Lessee's income therefrom in lieu of any tax, assessment, levy or charge. If any such tax, assessment, levy or charge, or payment in lieu thereof, is paid directly by the Port Authority, the Lessee shall pay the Port Authority therefor. If the taxing or governmental body imposing the tax or charge referred to herein does not segregate the amount thereof attributable to the Premises from the balance of the Airport then the Port Authority shall allocate the same equitably on the basis of a proportion between the total number of square feet in the Airport subject to such taxes and the total number of square feet in the Premises. The Lessee shall pay the allocable portion thereof as directed by the Port Authority either to the Port Authority or to the taxing or governmental body. The Lessee shall file all applications and furnish all information required in connection therewith and shall pay any penalties or interest thereon other than on amounts directly payable by the Port Authority as to which the Lessee has made prompt and timely payments to the Port Authority as required hereunder. The provisions of this paragraph (f) are included herein solely to set forth certain responsibilities as between the Lessee and the Port Authority and are not to be construed as a submission by the Port Authority to the imposition of any tax, assessment, levy, fee or charge aforesaid described or otherwise.

(g) *Time for Compliance.* The Lessee shall have such time within which to comply with the aforesaid laws, ordinances, rules and regulations as the authorities enforcing the same shall allow.

10. Various Obligations of the Lessee.

(a) *Conduct of Operations.* The Lessee shall conduct its operations hereunder in an orderly and proper manner, so as not to unreasonably annoy, disturb or be offensive to others at or off the Airport. The Lessee shall take all reasonable measures to eliminate vibrations originating on the Premises tending to damage any equipment, structure, building or portion of a building that is on the Premises, or is a part thereof, or is located elsewhere on or off the Airport. The Lessee shall use its best efforts to conduct all its operations at the Premises in a safe and careful manner, following in all respects the best practices of the Lessee's industry in the United States.

(b) *Lessee's Employees.* The Port Authority shall have the right to object to the Lessee regarding the conduct and demeanor of the employees of the Lessee whereupon the Lessee will take all steps reasonably necessary to remove the cause of the objection. If requested by the Port Authority the Lessee shall supply and shall require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the General Manager of the Airport.

(c) *Vehicular Traffic.* The Lessee shall control all vehicular traffic on the roadways or other areas within the Premises or serving the same the use of which is granted to the Lessee hereunder, and shall take all precautions reasonably necessary to promote the safety of its passengers and all other persons. The Lessee shall employ such means as may be necessary to direct the movement of vehicular traffic within the Premises to prevent traffic congestion on the public roadways leading to the Premises.

(d) *Waste Disposal.* The Lessee shall remove from the Airport or otherwise dispose of in a manner approved by the General Manager of the Airport all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Premises or out of its operations at the Airport. Any such which may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles, the same to be made of metal or other suitable material, and equipped with tightfitting covers, and to be of a design safely and properly to contain whatever material may be placed therein. The Lessee shall use extreme care when effecting removal of all such waste materials, and shall effect such removal at such times and by such means as first approved by the Port Authority. No such garbage, debris or other waste materials shall be thrown, discharged or deposited into or upon the waters at or bounding the Airport.

(e) *Fire Extinguishing Equipment.* From time to time and as often as reasonably required by the Port Authority, the Lessee shall conduct pressure, water-flow, and other appropriate tests of the fire extinguishing system and apparatus, fire-alarm and smoke detection systems and any other fire protection systems which constitute a part of the Premises. The

Lessee shall keep in proper functioning order all fire-fighting equipment, fire-alarm and smoke detection equipment on the Premises and the Lessee shall at all times maintain on the Premises adequate stocks of fresh, usable chemicals for use in such systems, equipment and apparatus. The Lessee shall notify the Port Authority prior to conducting such tests. If requested by the Port Authority, the Lessee shall furnish the Port Authority with a copy of written reports of such tests.

(f) *Minimization of Pollution.* In addition to compliance by the Lessee with all laws, ordinances, governmental rules, regulations and orders now or at any time in effect during the Term which as a matter of law are applicable to the operation, use or maintenance by the Lessee of the Premises or the operations of the Lessee under this Agreement (the foregoing not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them), the Lessee agrees that it shall exercise the highest degree of safety and care and shall conduct all its operations under this Agreement and shall operate and maintain the Premises and shall use the Premises in accordance with the highest standards and in such manner that there will be at all times a minimum of air pollution, water pollution or any other type of pollution and a minimum of noise emanating from, arising out of or resulting from the operation, use or maintenance of the Premises by the Lessee and from the operations of the Lessee under this Agreement. The Port Authority hereby reserves the right from time to time and at any time during the term of this Agreement to require the Lessee, and the Lessee agrees, to design and construct at its sole cost and expense such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives as set forth in the first sentence of this paragraph. The manner, type and method of construction and the size and location of any of the foregoing shall be determined by the Port Authority. The Lessee shall submit for Port Authority approval its plans and specifications covering the required work and upon receiving such approval shall proceed diligently to construct the same. The obligations assumed by the Lessee under this paragraph shall not be relieved or diminished by the fact that the Port Authority shall have approved any construction application and supporting plans, specifications and contracts covering construction work, or that the Port Authority's recommendations or requirements have been incorporated therein. The Lessee's agreement to assume the obligations under this paragraph is a special inducement and consideration to the Port Authority in entering into this Agreement with the Lessee.

(g) *Oil Separators.* The Lessee shall periodically inspect, clean out and maintain the oil separators located on the Premises, and the oil separators located outside the Premises if they exclusively serve the Premises.

(f) *Signs.* Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or advertising at or on the exterior parts of the Premises or in the Premises so as to be visible from outside the Premises or at or on any other portion of the Airport outside the Premises. Interior and exterior signs affecting public safety and security shall be in accordance with established Port Authority standards. Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the Premises or elsewhere on the Airport, and in connection therewith shall restore the portion of the Premises and the Airport affected by such signs or advertising to the same condition as existing prior to the installation of

such signs and advertising. In the event of a failure on the part of the Lessee so to remove, obliterate or paint out each and every such sign or advertising and so to restore the Premises and the Airport, the Port Authority may perform the necessary work and the Lessee shall pay the cost thereof to the Port Authority on demand.

(g) *Obstruction Lights.* The Lessee shall install, maintain and operate at its own expense such obstruction lights on the Premises as the Federal Aviation Administration may direct or as the General Manager of the Airport may reasonably direct, and shall energize such lights daily for a period commencing thirty (30) minutes before sunset and ending thirty (30) minutes after sunrise (as sunset and sunrise may vary from day to day throughout the year) and for such other period as may be directed or requested by the control tower of the Airport.

11. Prohibited Acts.

(a) *Nuisance.* The Lessee shall commit no unlawful nuisance, waste or injury on the Premises or at the Airport, and shall not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste or injury on the Premises or at the Airport.

(b) *Obnoxious Odors, etc.* The Lessee shall not create or permit to be caused or created upon the Premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of the Lessee's internal-combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this paragraph.

(c) *No Interference with Systems.* The Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewerage system, water system, communications system, underground fuel system, electrical fire-protection system, sprinkler system, alarm system, fire hydrants and hoses and other systems, if any, installed or located on, under, or in the Premises.

(d) *Safety Requirements.* The Lessee shall not do or permit to be done any act or thing upon the Premises that (x) will invalidate or conflict with any fire insurance, extended coverage or rental insurance policies covering the Premises or any part thereof, or the Airport, or any part thereof, or (y) in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by the Section hereof entitled "Use of Premises". The Lessee 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 York, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the Premises, and the Lessee shall, subject to and in accordance with the provisions of Standard Endorsement No. 12 hereof entitled "Construction by the Lessee", make any and all structural and non-structural improvements, alterations or repairs of the Premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction.

If by reason of any failure on the part of the Lessee to comply with the provisions of this paragraph any fire insurance rate, extended coverage or rental insurance rate on the Premises or any part thereof, or on the Airport or any part thereof, shall at any time be higher than it would be if the Premises were properly used for the purposes permitted by the Section of the Terms and Conditions hereof entitled "Use of Premises", then the Lessee shall pay to the Port Authority, as an item of additional rental, that part of all insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee.

(e) *No Sale of Merchandise or Services.*

(i) The Lessee shall not install, maintain or operate, or permit the installation, maintenance or operation on the Premises of any vending-machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind whether or not included in the above categories, or of any restaurant, cafeteria, kitchen, stand or other establishment of any type for the preparation, dispensing or sale of food, beverages, tobacco, tobacco products, or merchandise of any kind, whether or not included in the above categories, or of any equipment or device for the furnishing to the public of service of any kind including therein, without limitation thereto, telephone pay-stations, unless the Lessee obtains the prior written consent of the Port Authority.

(ii) The Port Authority, by itself or by contractors, lessees or permittees, shall have the exclusive right to install, maintain and receive the revenues from all coin-operated or other vending machines or devices installed by it and operated on the Premises for the sale of merchandise of all types or for the rendering of services, provided, however, that no such machine or device shall be installed except upon the request of the Lessee. If the Port Authority does not install and maintain any such machine that the Lessee may reasonably request, the Lessee shall have the right to do so, provided, however, that (x) the Lessee shall pay or cause to be paid to the Port Authority each month for each machine upon the same basis for the preceding month as any concessionaire, permittee or licensee of the Port Authority then operating machines at the Airport for the sale of similar merchandise or the rendering of similar services, and (y) in the event the Lessee exercises such right the Port Authority, at any time thereafter, may substitute for the Lessee's machines other machines selling similar merchandise or services operated by the Port Authority or by its licensee, permittee or concessionaire, and thereupon the Lessee shall remove its machines.

(f) *Flammable Liquids.* The Lessee shall not keep or store during any 24-hour period flammable liquids within any enclosed portion of the Premises (other than in rooms or areas expressly constructed for the storage of such liquids) in excess of the Lessee's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 110° F. shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association.

(g) *Operation of Engines in Enclosed Spaces.* The Lessee shall not 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 is equipped with a proper spark-arresting device that has been approved by the Port Authority.

(h) *Interference with Access.* The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Premises or in any streets, ways and walks adjacent or near the Premises.

(i) *Overloading.* The Lessee shall not overload any floor and shall repair any floor, including supporting members, and any paved area damaged by overloading. Nothing in this paragraph or elsewhere in this Agreement shall be or be construed to be a representation by the Port Authority of the weight any floor or paved area will bear.

(j) *Use of Structural Members.* The Lessee shall not use or permit the use of any structural supporting member of the buildings or roofs or any part thereof for the storage of any material or equipment, or hoist, lift, move or support any material or equipment or other weight or load, by means of said trusses or structural supporting members, without prior approval of the Port Authority.

(k) *Cleaning Materials.* The Lessee shall not use any cleaning materials having a harmful or corrosive effect, on any part of the Premises.

(l) *Fueling in Enclosed Areas.* The Lessee shall not fuel or defuel any equipment in the enclosed portions of the Premises without prior approval of the General Manager of the Airport.

(m) *Disposal of Hazardous Substances.* The Lessee shall not dispose of, release or discharge or permit anyone to dispose of, release or discharge any Hazardous Substance on the Premises or at the Airport.

(n) *Automobile Parking.* Except as otherwise permitted hereunder, the Lessee shall prevent all persons from parking automobiles on the Premises, except that automobiles may be permitted to be on the Premises for a reasonable period of time for the purpose of discharging or picking up cargo and for official and special purposes.

12. Construction by the Lessee.

(a) *No Construction without Prior Written Approval.* The Lessee shall not erect any structures, make any improvements or do any other construction work on the Premises or alter, modify, or make additions or improvements to any structure now existing or built at any time during the letting, or install any fixture (other than trade fixtures, removable without material damage to the freehold, any such damage to be immediately repaired by the Lessee) without the prior written approval of the Port Authority. In the event any construction, improvement, alteration, modification or addition is made without such prior written approval of the Port Authority, then upon reasonable notice so to do, the Lessee will remove the same, or at the option of the Port Authority cause the same to be changed to the satisfaction of the Port

Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority.

(b) *Exhibit(s) Notes and Reference Lines.* Without limiting the generality of the foregoing paragraph the Lessee acknowledges and agrees that the notes and their associated reference lines set forth in any Exhibit to the Lease shall not constitute or be deemed to constitute or imply that approval of the Port Authority will be granted to any proposed construction by the Lessee nor shall the same grant or be deemed to grant any right or permission to the Lessee now or in the future to erect any structures, make any improvements or do any other construction work in the Premises, including but not limited to paving, or to alter, modify or make additions, improvements or repairs to or replacements of, any structure now existing or built at any time during the letting or install any fixtures on the Premises, including but not limited to paving, and that the provisions of the foregoing paragraph of this Standard Endorsement shall be read and construed as if there were no notes on the Exhibits and their associated reference lines, which were placed on any such Exhibit solely and exclusively for the benefit of the Port Authority.

(c) *No Repairs, etc., without Prior Written Approval.* Notwithstanding the obligation of maintenance imposed upon the Lessee by the provisions of Standard Endorsement No. 13 hereof entitled "Care, Maintenance, Rebuilding and Repair by the Lessee", the Lessee shall not make any repairs or replacements (except emergency repairs or replacements) unless and until it has first obtained an approved Port Authority alteration application or maintenance letter for such repairs or replacements which shall then be performed in full accordance with the terms of said alteration application.

13. Care, Maintenance, Rebuilding and Repair by the Lessee.

(a) *Damage or Destruction of Premises by Lessee.* The Lessee shall repair, replace, rebuild and paint all or any part of the Premises which may be damaged or destroyed by the acts or omissions of the Lessee or by those of its officers or employees or of other persons on or at the Premises with the Lessee's consent and shall pay to the Port Authority the costs and expenses of the Port Authority to repair, replace, rebuild and paint all or any part of the Airport which may be damaged or destroyed by the acts or omissions of the Lessee or by those of its officers or employees or of other persons on or at the Premises with the Lessee's consent.

(b) *Lessee's Other Repair and Maintenance Obligations.* The Lessee shall, throughout the term of this Agreement, assume the entire responsibility and shall relieve the Port Authority from all responsibility for all repair, rebuilding and maintenance whatsoever in the Premises, whether such repair, rebuilding or maintenance be ordinary or extraordinary, partial or entire, inside or outside, foreseen or unforeseen, structural or otherwise, and without limiting the generality of the foregoing, the Lessee shall:

(i) Keep at all times in a clean and orderly condition and appearance, the Premises and all the Lessee's fixtures, equipment and personal property which are located in any part of the Premises which is open to or visible by the general public;

(ii) Remove all snow and ice and perform all other activities and functions necessary or proper to make the Premises available for use by the Lessee;

(iii) Take good care of the Premises and maintain the same at all times in good condition; perform all necessary preventive maintenance, including but not limited to painting (the exterior of the Premises and areas visible to the general public to be painted only in colors which have been approved by the Port Authority); and make all repairs and replacements, and do all rebuilding, inside and outside, ordinary and extraordinary, partial and entire, foreseen and unforeseen, structural or otherwise, which repairs, rebuilding and replacements by the Lessee shall be in quality and class not inferior to the original in materials and workmanship;

(iv) Provide and maintain all obstruction lights and similar devices on the Premises and provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, ordinance, resolution or regulation of the type and nature described in Standard Endorsement No. 9 hereof entitled "Compliance with Governmental Requirements" and Standard Endorsement No. 7 hereof entitled "Rules and Regulations". The Lessee shall enter into and keep in effect throughout the term of this Agreement a contract or contracts with a central station alarm company acceptable to the Port Authority to provide continuous and automatic surveillance of the fire protection system on the Premises. The Lessee shall insure that all fire alarm signals with respect to the Premises shall also be transmitted to the Airport's police emergency alarm board or to such other location on the Airport as the General Manager of the Airport may direct. The Lessee's obligations hereunder shall in no way create any obligation whatsoever on the part of the Port Authority;

(v) Take such anti-erosion measures and maintain the landscaping at all times in good condition, including but not limited to periodic replanting, as the Port Authority may require, and perform and maintain such other landscaping with respect to all portions of the Premises not paved or built upon as the Port Authority may require;

(vi) Be responsible for the maintenance and repair of all utility service lines, including but not limited to, service lines for the supply of water, electric power and telephone conduits and lines, sanitary sewers and storm sewers, located upon the Premises or located outside the Premises and exclusively serving the Premises;

(vii) Be responsible for the maintenance and repair of any damage to the paving or other surface of the Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon; and

(viii) Be responsible for all paving, lighting, signage, storm drains, culverts, cables, supporting structures, cleaning and snow removal in connection with existing and future access roadways which are located off of the Premises and serve the Premises exclusively.

(c) *Port Authority Right to Perform at Lessee's Cost.* In the event the Lessee fails to commence so to maintain, clean, repair, replace, rebuild or paint within a period of twenty (20) days after notice from the Port Authority so to do in the event that the said notice specifies that the required work to be accomplished by the Lessee includes maintenance and/or repair other than preventive maintenance; or within a period of one hundred eighty (180) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only, or fails diligently to continue to completion the repair, replacement, rebuilding or painting of all of the Premises required to be repaired, replaced, rebuilt or painted by the Lessee under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the Premises included in the said notice, and the cost thereof shall be payable by the Lessee upon demand.

(d) *Work Near Active Taxiway or Taxilane.* If the performance of any of the foregoing repair, maintenance, replacement, repainting or rebuilding obligations of the Lessee requires work to be performed near an active taxiway or taxilane or where safety of operations is involved, the Lessee agrees, unless otherwise permitted by the Port Authority in writing, that it will, at its own expense, post guards or take such other appropriate measures as may be directed by the General Manager of the Airport to insure the safety of the work performed thereat.

14. Damage to or Destruction of the Premises.

(a) *Removal of Debris.* If the Premises or any part thereof, shall be damaged by fire, the elements, the public enemy or other casualty, the Lessee shall promptly remove all debris resulting from such damage from the Premises, and to the extent, if any, that the removal of debris under such circumstances is covered by insurance, the proceeds thereof shall be made available to and be used by the Lessee for such purpose.

(b) *Restoration Obligation.* If the Premises, or any part thereof, shall be destroyed or damaged by fire, the elements, the public enemy or other casualty, then the Lessee shall notify the Port Authority and proceed with due diligence to make the necessary repairs or replacements to restore the Premises in accordance with the plans and specifications for the Premises as the same existed prior to such damage or destruction; or with the approval in writing of the Port Authority make such other repairs, replacements or changes as may be desired by the Lessee. If such destruction or damage was covered by insurance, the proceeds thereof shall be made available to and used by the Lessee for such restoration.

(c) *Limitation on Obligation.* So long as the Lessee has carried insurance to the extent and in accordance with the Section of the Terms and Conditions hereof entitled "Property Insurance", the obligation of the Lessee to repair or replace shall be limited to the amount of the insurance proceeds. Any excess of the proceeds of insurance over the costs of the restoration shall be retained by the Port Authority.

(d) *"Express Agreement to the Contrary".* The Lessee hereby expressly acknowledges and agrees that no damage or destruction of the Premises shall entitle the Lessee

to terminate or suspend the letting hereunder or to be released or relieved of its obligations hereunder, including without limitation the obligation to pay all rentals. The parties hereby stipulate that the provisions of this Standard Endorsement constitute an "express agreement to the contrary" pursuant to Section 227 of the Real Property Law of New York, and neither the provisions of Section 227 of the Real Property Law of New York nor those of any similar statute shall extend or apply to this Agreement.

15. Additional Rent and Charges.

(a) *Imposition of Additional Rental.* If the Port Authority has paid any sum or has incurred any obligations or expenses (including without limitation payments to third persons and internal Port Authority costs and expenses) which the Lessee has agreed to pay or reimburse the Port Authority for or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense (including without limitation payments to third persons and internal Port Authority costs and expenses) by reason of the failure, neglect or refusal of the Lessee to perform one or more of the conditions, covenants or agreements contained in this Agreement or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, the Lessee agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rent as set forth in the Section of the Terms and Conditions hereof entitled "Rental".

(b) *Determination of Additional Rental.* For all purposes under this Standard Endorsement and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing any payment of a sum or sums by the Port Authority for any work done or material furnished shall be prima facie evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its operating and maintenance staff in performing any work and to charge the Lessee with the cost of same, any time report of any employee of the Port Authority showing hours of labor or work allocated to such work, or any stock requisition of the Port Authority showing the issuance of materials actually used in the performance thereof, shall likewise be prima facie evidence against the Lessee that the amount of such charge was necessary and reasonable.

16. Rights of Entry Reserved.

(a) *Port Authority's Right to Enter.* The Port Authority, by 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, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) *Maintenance of Utility and Other Systems.* Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, agents, representatives, and contractors,

and furnishers of utilities and other services, shall have the right, for its own benefit, for the benefit of the Lessee, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Premises at all reasonable times to make such repairs, replacements or 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, in or under the Premises new systems or parts thereof, and to use the Premises for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights of access, repair, alteration or new construction the Port Authority shall not unreasonably interfere with the use and occupancy of the Premises by the Lessee.

(c) *Lessee to Provide Access.* In the event that any property of the Lessee shall obstruct the access of the Port Authority, its employees, agents or contractors to any of the existing or future utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, the Lessee shall move such property, as directed by the Port Authority, in order that the access may be had to the system or part thereof for its inspection, maintenance or repair, and, if the Lessee shall fail to so move such property after direction from the Port Authority to do so, the Port Authority may move it and the Lessee hereby agrees to pay the cost of such moving upon demand.

(d) *No Port Authority Obligation.* Nothing in this Standard Endorsement shall be construed to impose upon the Port Authority any obligations so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do. The Lessee is and shall be in exclusive control and possession of the Premises and the Port Authority shall not in any event be liable for any injury or damage to any property or to any Person happening on or about the Premises nor for any injury or damage to the Premises nor to any property of the Lessee or of any other Person located in or thereon (other than those occasioned by the affirmative acts of the Port Authority, its employees, agents and representatives).

(e) *Entry prior to Expiration.* At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, for and by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same. If, during the last month of the letting, the Lessee shall have removed all or substantially all its property from the Premises, the Port Authority may immediately enter and alter, renovate and redecorate the Premises.

(f) *No Constructive Eviction.* The exercise of any or all of the foregoing rights by the Port Authority or others shall not be or be construed to be an eviction of the Lessee nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

17. Services.

(a) *No Services Except as Expressly Provided.* Except as expressly provided in this Standard Endorsement, the Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Agreement or the use and occupancy of the Premises.

(b) *Electricity.* The Port Authority shall sell, furnish and supply to the Lessee for use on the Premises, and the Lessee agrees to take from the Port Authority and pay for electricity of the same voltage, phase and cycle as supplied to the Premises by the public utility in the vicinity, but limited however, to a maximum of the installed transformer capacity serving each portion of the Premises on the Effective Date, at the same charge which would be made by such public utility for the same quantity under the same conditions and in the same service classification but in no event less than an amount that would reimburse the Port Authority for its cost of obtaining and supplying electricity to the Lessee hereunder; charges shall be payable by the Lessee when billed and the quantity of electricity consumed shall be measured by the meter or meters installed for the purpose; provided, however, that if for any reason any meter or meters fail to record the consumption of electricity, the consumption during the period such meter or meters are out of service will be considered to be the same as the consumption for a like period either immediately before or after the interruption as elected by the Port Authority. The Port Authority shall not discontinue the supply of electricity except upon fifteen (15) days' notice to the Lessee and unless a supply of electricity of the same voltage, phase and cycle (subject to the installed transformer capacity limitation aforesaid) shall be available from another supplier and upon any such discontinuance the Lessee shall be at liberty to contract or otherwise arrange for the supply of such current after the expiration of said fifteen (15) days from any other Person, firm or corporation. The Port Authority shall install the appropriate meters.

(c) *Water.* The Port Authority agrees to sell, furnish and supply to the Lessee for use on the Premises cold water (of the character furnished by the City) in reasonable quantities through existing pipes, mains and fittings and the Lessee agrees to take such water from the Port Authority and to pay the Port Authority therefor an amount equal to that which would be charged by the municipality or other supplier of the same (whether or not representing a charge for water or other services measured by water consumption) for the same quantity, used under the same conditions and in the same service classification plus the cost to the Port Authority of supplying such water which shall not be less than ten percent (10%) nor in excess of fifty percent (50%) of the amount charged. The charge therefor shall be payable by the Lessee when billed and the quantity of water consumed shall be measured by the meter or meters installed for the purpose; provided, however, that if, for any reason, any meter or meters fail to record the consumption of water, the consumption during the period such meter or meters are out of service will be considered to be the same as the consumption for a like period immediately before or after the interruption, as elected by the Port Authority. The Port Authority shall install the appropriate meters. In the event meters are not installed to measure the consumption of water under high pressure, the quantity of such water used by the Lessee will be based upon equitable estimates of consumption, which estimates shall be deemed binding on the Lessee.

(d) *Sewerage.* The Lessee shall pay to the Port Authority such of the existing and future charges for sewerage services furnished by the City as are presently or may hereafter be imposed or assessed against the Port Authority in respect of the Premises or its use and occupancy thereof.

(e) *Other. Services* In the event that the City or the State of New York is now furnishing services with or without charge therefor, which are beneficial to the Lessee in its use and occupancy of the Premises, and shall hereafter impose charges or increase existing charges for such services, the Lessee agrees to pay to the Port Authority such of the charges or the increase in charges as may be imposed or assessed against the Port Authority in respect to the Premises or its use and occupancy thereof.

(f) *Extermination.* In the event the Port Authority shall provide extermination service for the enclosed areas of the Premises, the Lessee agrees to utilize the same and to pay its pro rata share of the reasonable cost thereof upon demand. This paragraph does not impose any obligation on the Port Authority to furnish such service.

(g) *No Port Authority Obligation.*

(1) The Port Authority shall not be obligated to perform or furnish any other services whatsoever in connection with the Premises or any services at any time while the Lessee shall be in default hereunder after the period, if any, herein granted to cure such default shall have expired.

(2) The Port Authority shall be under no obligation to supply services if and to the extent and during any period that the supplying of any 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.

(h) *No Constructive Eviction.* No failure, delay or interruption in supplying agreed services (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of the Lessee or grounds for any diminution or abatement of rental, or (unless resulting from the negligence or wilful failure of the Port Authority) shall be grounds for any claim by the Lessee for damages, consequential or otherwise.

18. Assignment and Sublease.

(a) *Definitions.* The following terms shall have the respective meanings set forth below.

(i) *"Assignment"* shall mean any sale, conveyance, transfer, exchange, mortgage, assignment or other disposition of all or any portion of the Lessee's interest in this Agreement or the leasehold estate created hereby, whether by operation of law or otherwise.

(ii) "**Sublease**" shall mean any sublease (including a sub-sublease or any further level of subletting) and any occupancy, license, franchise or concession agreement applicable to the Premises or any portion thereof.

(iii) "**Transfer**" shall mean the transfer, sale, assignment, pledge, hypothecation or other disposition of any interest in the Lessee or in any direct or indirect constituent entity of the Lessee, where such disposition (whether by itself or cumulatively with other transactions) directly or indirectly produces any change in the direct or indirect Control (as defined in Standard Endorsement No. 1 hereof) of the Lessee, and shall include but not be limited to (1) the sale, assignment, redemption or transfer of outstanding stock of or membership interest in, respectively, any corporation or any limited liability company that is the Lessee or that is the general partner of any partnership that is the Lessee, (2) the issuance of additional stock or membership interest in, respectively, any corporation or limited liability company that is the Lessee or that is the general partner of any partnership that is the Lessee, and (3) the sale, assignment, redemption or transfer of any general or limited partner's interest in, or the admission of a new partner to, a partnership that is the Lessee or that is a general or limited partner of any partnership that is the Lessee.

(b) *No Assignment, Transfer or Sublease without Consent.* The Lessee shall not effect or permit any Assignment, Transfer or Sublease without the prior written consent of the Port Authority.

(c) *Unauthorized Transactions Null and Void.* Any Sublease, Assignment or Transfer, including without limitation any sale, assignment, transfer, mortgage, pledge, hypothecation, encumbrance or disposition of the Premises or of the rents, revenues or any other income from the Premises, or this Agreement or any part hereof, or any license or other interest of the Lessee herein not made in accordance with the provisions of this Agreement shall be null and void ab initio and of no force or effect.

(d) *Port Authority's Right to Collect Rent.* If without the prior written consent of the Port Authority, the Lessee effects any Assignment, Transfer or Sublease, or if the Premises are occupied by anybody other than the Lessee, the Port Authority may collect rent from any assignee, sublessee or anyone who claims a right under this Agreement or letting or who occupies the Premises, and the Port Authority shall apply the net amount collected to the rental herein reserved; but no such collection shall be deemed a waiver by the Port Authority of the covenants contained in paragraphs (b) and (c) of this Standard Endorsement or an acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as Lessee, nor a release of the Lessee by the Port Authority from the further performance by the Lessee of the covenants contained herein.

(e) *Continuing Application of Consent Requirement.* Any consent granted by the Port Authority to any Assignment, Transfer or Sublease pursuant to the provisions hereof shall not be construed or deemed to release, relieve or discharge the Lessee or any other Person claiming any right, title or interest in this Agreement from the requirement of obtaining the prior written consent of the Port Authority with respect to any other Assignment, Transfer or Sublease.

(f) *Use of Premises.* The Lessee shall not use or permit any Person to use the Premises or any portion thereof for any purpose other than the purposes stated in the Section of the Terms and Conditions hereof entitled "Use of Premises". Except as provided in this Agreement or otherwise permitted in writing by the Port Authority, the Lessee shall not permit the Premises to be used or occupied by any Person other than its own officers, employees, passengers, contractors and representatives.

19. Termination by the Port Authority.

(a) *Events of Default.* If any one or more of the following events shall occur, that is to say:

(i) The Lessee shall become insolvent or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

(ii) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or any state thereof, provided, that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect; or

(iii) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Lessee, and such possession or control shall continue in effect for a period of sixty (60) days; or

(iv) The Lessee 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 Lessee because of an act or omission of the Lessee, 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; or

(v) Any lien is filed against the Premises because of any act or omission of the Lessee and shall not be discharged within thirty (30) days after the Lessee has received notice thereof; or

(vi) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred directly by the Lessee or shall pass to or devolve upon, by operation of law or otherwise, any other Person, firm or corporation; or

(vii) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within ninety (90) days after the filing thereof; or

(viii) If a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(ix) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority and shall continue in its failure to pay rentals or to make any other payments required hereunder for a period of fifteen (15) days after receipt of notice by it from the Port Authority to make such payments; or

(x) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within thirty (30) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then, upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may upon twenty (20) days' notice terminate the rights of the Lessee hereunder and the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) *Other Rights and Remedies.* The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the Port Authority would have at law or in equity consequent upon any breach of this Agreement by the Lessee, and the exercise by the Port Authority of any right of termination shall be without prejudice to any other such rights and remedies.

(c) *No Waiver.* No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Agreement or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Agreement during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of rentals, 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 Agreement to be performed or complied with by the Lessee, 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 Lessee in performance of any agreement, term, covenant or condition of this Agreement shall affect or alter this Agreement, 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.

(d) *Waiver of Trial by Jury, etc.* The Lessee waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Lessee in respect of the Premises 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 Agreement. The Lessee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of rents, fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

20. Quiet Enjoyment.

The Port Authority covenants and agrees that as long as it remains the lessee of the Airport the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peacefully and quietly have and enjoy the Premises free of any act or acts of the Port Authority except as expressly agreed upon in this Agreement.

21. Rights of Re-entry.

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in Standard Endorsement hereof entitled "Termination by the Port Authority" or any other term or provision hereof, have the right to re-enter the Premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

22. Waiver of Redemption.

The Lessee hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any cause, or in the event the Port Authority obtains possession of the Premises in any lawful manner.

23. Reletting by the Port Authority.

The Port Authority, upon termination or cancellation pursuant to Standard Endorsement No. 19 hereof entitled "Termination by the Port Authority", or upon any re-entry, regaining or resumption of possession pursuant to Standard Endorsement No. 21 hereof entitled "Rights of

Re-entry", may occupy the Premises or may relet the Premises, and shall have the right to permit any Persons, firm or corporation to enter upon the Premises and use the same. Such reletting may be of part only of the Premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination or cancellation or upon its re-entry, regaining or resumption of possession, pursuant to the said Standard Endorsements, have the right to repair or to make structural or other changes in the Premises, including changes which alter the character of the Premises and the suitability thereof for the purpose of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right of the Port Authority to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Premises or portion thereof during the balance of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Premises as the Port Authority may during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the Port Authority in connection therewith. No such reletting shall be or be construed to be an acceptance of a surrender.

24. Remedies to be Non-Exclusive.

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority or to the Lessee at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

25. Acceptance of Surrender of Lease.

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Standard Endorsement, neither the doing of, nor any omission so to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

26. Surrender.

The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the Premises on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, and all of the Premises shall be free and clear of all liens, encumbrances, and security interests and of any rights of any sublessees or other occupants of the Premises.

27. **Removal of Property.**

All personal property (including trade fixtures) installed by the Lessee in or on the Premises, shall be deemed to be and remain the property of the Lessee (the "*Lessee's Personal Property*"). All of the Lessee's Personal Property, provided that the Lessee shall install suitable replacements therefor if such property is necessary to operate the Premises in accordance with the terms and provisions hereof, may at the Lessee's option be removed by the Lessee from the Premises at any time during the Term. Furthermore, notwithstanding the previous sentence, all of the Lessee's Personal Property shall, unless otherwise agreed in writing by the parties hereto, be removed by the Lessee on or before the expiration or other termination of the Term. Any of the Lessee's Personal Property, except for Tanks (as defined in Standard Endorsement No. 29 hereof entitled "Storage Tanks"), remaining on the Premises thereafter shall be deemed abandoned by the Lessee. Without limiting any other term or provision of this Agreement, the Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, employees and contractors from all claims of third persons arising out of the Port Authority's removal and disposition of property so abandoned by the Lessee, including claims for conversion, claims for loss of or damage to the Lessee's Personal Property, claims for injury to Persons (including death), and claims for any other damages, consequential or otherwise.

28. **Brokerage.**

The Lessee represents and warrants that no real estate broker has been concerned on its behalf in the negotiation of this Agreement and that there is no real estate broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all Persons, firms or corporations whatsoever for services rendered to the Lessee in connection with the negotiation and execution of this Agreement.

29. **Storage Tanks.**

(a) *Definitions.* The following terms shall have the respective meanings set forth as follows:

(i) "*Discharge*" shall mean the presence, pumping, pouring, venting, emitting, emptying, leakage, deposit, spill, discharge or other release of Hazardous Substances from Tanks or in connection with their use, operation, maintenance, testing or repair.

(ii) "*Tanks*" shall mean all underground storage tanks and all above ground storage tanks installed in the Premises as of the commencement of the Lessee's occupancy of the Premises or any portion thereof, together with all underground storage tanks and all above ground storage tanks installed in the Premises during the Term or during the term of any prior occupancy of the Premises by the Lessee, and their appurtenances, pipes, lines, fixtures and other related equipment.

(b) *Lessee to Have Responsibility for All Tanks.* Notwithstanding any other facts or circumstances to the contrary, including without limitation any vesting of title to the Tanks in the City or the Port Authority pursuant to any construction or alteration application or otherwise, the Lessee hereby agrees that title and ownership of the Tanks shall be and remain in the Lessee, that all Tanks shall be registered by the Lessee in the name of the Lessee as operator and owner and that the Lessee shall have full and sole responsibility for all the Tanks, and shall release and relieve the Port Authority from all costs and responsibility for the Tanks. The Port Authority has made no representations or warranties with respect to the Tanks or their location and shall assume no responsibility for the Tanks. All Tanks installed by the Lessee during the Term shall be installed pursuant to the terms and conditions of this Agreement including without limitation Standard Endorsement No. 12 hereof entitled "Construction by the Lessee", and nothing in this Standard Endorsement shall be deemed to be permission or authorization to install any Tanks.

(c) *Maintenance of Tanks.* Without limiting the generality of any of the provisions of this Agreement, the Lessee agrees that it shall be solely responsible for maintaining, testing and repairing the Tanks. The Lessee shall not perform any servicing, repair or non-routine maintenance to the Tanks without the prior written approval of the Port Authority. In addition, the Lessee, at its sole cost and expense, shall make all modifications to the Tanks and take all other actions so that the Tanks shall at all times comply with all applicable Environmental Requirements.

(d) *Removal.*

(i) The Lessee shall remove all the Tanks from the Premises on or before the expiration of this Agreement (unless the Lessee shall have received the prior written approval of the Port Authority to have abandoned a tank in place and such abandonment continues to meet all applicable Environmental Requirements) and the Lessee agrees to dispose of the Tanks off the Airport in accordance with all applicable Environmental Requirements.

(ii) Any removal of the Tanks shall be performed pursuant to an alteration application prepared by the Lessee and submitted to the Port Authority for the Port Authority's approval and in connection with such removal, the Lessee shall restore the Premises to the same condition existing prior to the installation of the Tanks, shall perform such testing of the Tanks and of the soil, sub-soil and ground water in the vicinity of the Tanks as shall be required by the Port Authority and shall clean-up and remediate any contamination disclosed by said testing. In the event the Lessee does not remove the Tanks as required by subparagraph (i) above, the Port Authority may enter upon the Premises and effect the removal and disposal of the Tanks, restoration of the Premises and such remediation and the Lessee hereby agrees to pay all costs and expenses of the Port Authority arising out of such removal, disposal, restoration and remediation.

(iii) *Compliance with Environmental Requirements.* Without limiting the generality of any other term or provision of this Agreement, the Lessee shall at its cost and expense comply with all Environmental Requirements applicable to the Tanks, including without limitation any modifications or closures required thereby, and any Discharge, including without

limitation testing the Tanks and registering the Tanks in the name of the Lessee as owner and operator, submitting all required clean-up plans, bonds and other financial assurances, performing all required clean-up and remediation of Discharges and filing all reports, making all submissions to, providing all information required by, and complying with all requirements of, all Governmental Authorities pursuant to all such Environmental Requirements. Nothing in the foregoing shall be construed as a submission by the Port Authority to the application to itself of the Environmental Requirements, provided, however, no immunity or exemption of the Port Authority from the Environmental Requirements shall excuse the compliance therewith by the Lessee or shall be grounds for non-compliance therewith by the Lessee.

(e) *Lessee's Assumption of Risks.*

(i) The Lessee hereby assumes all risks arising out of or in connection with the Tanks and all Discharges whether or not foreseen or unforeseen and shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from and against (and shall reimburse the Port Authority for their costs and expenses including without limitation penalties, fines, liabilities, settlements, damages, attorney and consultant fees, investigation and laboratory fees, clean-up and remediation costs, court costs and litigation expenses), all claims and demands, just or unjust, of third persons (such claims and demands, "*Tank Claims*") including but not limited to those for personal injuries (including death), property damages, or environmental impairment, arising or alleged to arise out of or in any way related to, the failure of the Lessee to comply with each and every term and provision of this Agreement, or the Tanks, or any Discharge, or any lawsuit brought or threatened, settlement reached or any governmental order relating to the Tanks or a Discharge, or any violation of any Environmental Requirement or demands of any Governmental Authority based upon or in any way related to the Tanks or a Discharge, and whether such arise out of the acts or omissions of the Lessee or of the contractors of the Lessee or of third persons or out of the acts of God or the public enemy or otherwise including Tank Claims by the City of New York against the Port Authority pursuant to the provisions of the Basic Lease whereby the Port Authority has agreed to indemnify the City against claims. It is understood the foregoing indemnity shall cover all claims, demands, penalties, settlements, damages, fines, costs and expenses of or imposed by any Governmental Authority under the aforesaid Environmental Requirements.

(ii) If so directed the Lessee shall at its expense defend any suit based upon any such Tank Claim (even if such Tank Claim is groundless, false or fraudulent) and in handling such it shall not without first having 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.

(iii) The terms and conditions of this paragraph (e) are intended to allocate obligations and responsibilities between the Lessee and the Port Authority only, and nothing in this paragraph (e) shall limit, modify or otherwise alter the rights and remedies which the Port Authority or the Lessee may have against third parties at law, equity or otherwise.

(f) *Survival of Obligations.* Without limiting or affecting the terms and provisions of the Section of the Terms and Conditions hereof entitled "Survival of the Obligations of the Lessee", the Lessee's obligations under this Standard Endorsement shall survive the expiration or earlier termination of this Agreement.

(g) *Port Authority-directed Testing and Remediation.* In addition to the requirements of Standard Endorsement No. 9 hereof entitled "Compliance with Governmental Regulations" and paragraph (e) of this Standard Endorsement, the Port Authority shall have the right upon notice to the Lessee to direct the Lessee, at the Lessee's sole cost and expense, (x) to perform such reasonable testing of the Tanks as the Port Authority shall direct and to perform such testing of the soil, subsoil and ground water of the Premises and of such surrounding area as the Port Authority shall direct, and (y) to clean-up and remediate any Discharge, regardless of whether any Environmental Requirement or Governmental Authority shall require such testing, clean-up or remediation, which testing, clean-up and remediation shall be performed pursuant to an alteration application prepared by the Lessee and submitted to the Port Authority for the Port Authority's approval.

(h) *Preventive Measures.* In the Lessee's use and operation of the Tanks, the Lessee shall not permit any Hazardous Substance from entering the ground, and accordingly shall take appropriate preventive measures, including without limitation (subject to Standard Endorsement hereof No 12 entitled "Construction by the Lessee") installing appropriate spill and overflow devices and placing an impervious material, such as asphalt or concrete, over the ground area above or under and in the vicinity of the Tanks.

30. **Non-Discrimination.**

(a) *Covenant to Comply.* Without limiting the generality of any of the provisions of this Agreement, the Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the Premises 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, Non-discrimination 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 the Lessee's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) *Inclusion in Agreements.* The Lessee shall include the provisions of paragraph (a) of this Standard Endorsement in every sublease, agreement or concession it may make pursuant

to which any Person or Persons, other than the Lessee, 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 covenant.

(c) *Noncompliance Constitutes Material Breach.* The Lessee's noncompliance with the provisions of this Standard Endorsement shall constitute a material breach of this Agreement. In the event of the breach by the Lessee of any of the above nondiscrimination provisions the Port Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Agreement and the letting hereunder with the same force and effect as a termination under Standard Endorsement No. 19 hereof entitled "Termination by the Port Authority", or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

(d) *Indemnification.* The Lessee 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 Lessee's noncompliance with any of the provisions of this Standard Endorsement and the Lessee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) *No Deemed Grant of Other Rights.* Nothing contained in this Standard Endorsement shall be deemed to grant to the Lessee the right to transfer or assign this Agreement, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the Premises.

31. **Affirmative Action.**

The Lessee 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 Lessee 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 Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee 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.

32. **The Lessee's Ongoing Affirmative Action, Equal Opportunity and Local Business Enterprises Commitment.**

(a) *The Lessee's Ongoing Affirmative Action, Equal Opportunity Commitment.*

(i) In addition to and without limiting any other term or provision of this Agreement, the Lessee shall not discriminate against employees or applicants for employment

because of race, creed, color, national origin, sex, age, disability or marital status and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training.

(ii) In addition to and without limiting the foregoing, and without limiting the provisions of Standard Endorsement No. 30 hereof entitled "Non-Discrimination" and Schedule E attached hereto, it is hereby agreed that the Lessee in connection with its continuing operation, maintenance and repair of the Premises, or any portion thereof, and in connection with every award or agreement for concessions or consumer services at the Airport, shall throughout the Term commit itself to and use good faith efforts to implement an extensive program of affirmative action, including specific affirmative action steps to be taken by the Lessee, to ensure maximum opportunities for employment and contracting by minorities and women, and by Minority Business Enterprises and Women-owned Business Enterprises. In meeting the said commitment the Lessee agrees to submit to the Port Authority for its review and approval its said extensive affirmative action program, including the specific affirmative action steps to be taken by the Lessee to meet its aforesaid commitment, within sixty (60) days after the Effective Date. The Lessee shall incorporate in its said affirmative action program such revisions and changes which the Port Authority initially or from time to time may reasonably require. The Lessee throughout the term of this Agreement shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of the Lessee's progress in implementing the said affirmative action program and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request, including but not limited to annual reports.

(iii) Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(aa) Dividing the work to be subcontracted into smaller portions where feasible.

(bb) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Lessee shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(cc) Making plans and specifications for prospective work available to MBEs and WBEs in sufficient time for review.

(dd) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(ee) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee will meet its obligations hereunder.

(ff) Insuring that provisions are made to provide progress payments to MBEs and WBEs on a timely basis, preferably biweekly, and that retainage is paid to MBEs and WBEs when they have completed their work.

(gg) Submitting quarterly reports to the Port Authority (Office of Business and Job Opportunity) detailing its compliance with the provisions hereof.

(hh) Requiring each contractor to submit to the Lessee with each payment request evidence that all MBE and WBE contractors have been paid in accordance with their contract.

(iv) The Lessee's non-compliance with the provisions of this Standard Endorsement shall constitute a material breach of this Agreement. In the event of the breach by the Lessee of any of the above provisions the Port Authority may take any appropriate action to enforce compliance; or in the event such non-compliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Agreement and the letting hereunder with the same force and effect as a termination for default by the Lessee in the performance or observance of any other term or provision of this Agreement, or may pursue such other remedies as may be provided by law.

(v) In the implementation of this Standard Endorsement, the Port Authority may consider compliance by the Lessee with the provisions of any federal, state or local law concerning affirmative action equal employment opportunity which are at least equal to the requirements of this Standard Endorsement, as effectuating the provisions of this Standard Endorsement. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the provisions hereof duplicate or conflict with such law the Port Authority may waive the applicability of the provisions of this Standard Endorsement to the extent that such duplication or conflict exists.

(vi) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

(vii) Nothing in this Standard Endorsement shall be deemed to grant the Lessee the right to make any agreement or award for concessions or consumer services at the Airport.

(b) *The Lessee's Local Business Enterprise Commitment.*

The Lessee in connection with any construction work on the Premises, or any portion thereof, shall throughout the Term commit itself to and use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with and as set forth in Schedule F attached hereto.

33. Miscellaneous.

(a) The Section, Standard Endorsements and paragraph headings, if any, in this Agreement, are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

(b) *Non-liability of Individuals.* No Commissioner, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

(c) If any clause, provision, Section or Standard Endorsement of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, Section or Standard Endorsement shall not affect any of the remaining provisions hereof.

(d) The fact that certain of the terms and provisions hereunder are expressly stated to survive the expiration or termination of the letting hereunder shall not mean that those provisions hereunder which are not expressly stated to survive shall terminate or expire on the expiration or termination of the letting hereunder and do not survive such termination or expiration.

(e) The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Agreement or any amendments, addenda or supplements hereto or any Exhibits, Standard Endorsements or Schedules of this Agreement.



The Port Authority

Initialed For:



The Lessee

SCHEDULE E

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY---MINORITY BUSINESS ENTERPRISES ---WOMEN-OWNED BUSINESS ENTERPRISES REQUIREMENTS

Part I. Affirmative Action Guidelines - Equal Employment Opportunity

I. As a matter of policy the Port Authority hereby requires the Lessee and the Lessee shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Schedule E and in Section 53 of Port Authority Agreement No. ~~LBT-712~~ (herein called the "Lease") with ~~Saks Florist, Inc.~~ (herein and in the Lease called the "Lessee"). The provisions set forth in this Part I are similar to the conditions for bidding on federal government contract adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee as well as each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as the "Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

- | | | |
|-----|---------------------------|------|
| (1) | Minority participation | |
| | Minority, except laborers | 30% |
| | Minority, laborers | 40% |
| (2) | Female participation | |
| | Female, except laborers | 6.9% |
| | Female, laborers | 6.9% |

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These goals are applicable to all the Contractor's construction work performed in and for the premises.

The Contractor's specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee shall provide written notification to the Manager of the Office of Business and Job Opportunity of the Port Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941:

(2) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in

each subcontract in excess of \$10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing

business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which

assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex,

status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II. MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires the Lessee and the Lessee shall itself and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by, citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by, women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs

and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, the Port Authority of New York and New Jersey, 225 Park Avenue South, 15th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Lessee. Certification shall be effective only if made in writing the Director in charge of the Office of Business and Job Opportunity of the Port Authority. The determination of the Port Authority shall be final and binding.

The Port Authority has compiled a list of the firms that the Port Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Port Authority. Such list shall be made available to the Contractor upon request. The Port Authority makes no representation as the financial responsibility or such, firms, their technical competence to perform, or any other performance-related qualifications.

Only MBE's and WBE's certified by the Port Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.



For the Port Authority

Initialed:



For the Lessee

SCHEDULE F

LOCAL BUSINESS ENTERPRISES PROGRAM

As a matter of policy the Port Authority hereby requires the Lessee and the Lessee shall require any Contractor, as hereinafter defined, employed in the future by the Lessee to perform construction work on the premises, to comply with the provisions set forth hereinafter in this Schedule F.

(1) The Lessee and each contractor and subcontractor of the Lessee (herein collectively called 'Contractor') shall use every good faith effort to maximize the participation of Local Business Enterprises (LBEs) in the construction work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport at which all bidders will be given a directory of LBEs. The Port Authority has not checked the references, capabilities or financial background of the firms listed in the directory, but will be making such directory available to the bidders solely for the purpose of advising the bidders of LBEs who may be interested in providing services and/or materials to the successful bidder.

(2) Good faith efforts to include participation by LBEs in the construction work shall include at least the following:

(i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible.

(ii) Meeting on a regular basis with and giving reasonable advance written notice on a monthly basis of specific subcontracting and purchasing opportunities to the Council for Airport Opportunity (CAO), Queens Air Service Development Office, and such other local business and community organizations as may be appropriate. Such notice shall be sent in sufficient time for such organizations to advise their membership and other LBEs of such opportunities.

(iii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from firms listed in the Local Business Enterprises Directory referred to above and such other LBEs as the Lessee deems appropriate.

(3) The Port Authority is committed to making employment opportunities available to local residents and expects that the Contractor will work with the CAO to utilize the labor talent available in the local communities.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Lease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Schedule E hereof.

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

On the 22ND day of ~~DECEMBER~~ in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared LYSA C. SCULLY, 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.

Gail E. Mitchell
(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01M16026210
Qualified In Queens County
My Commission Expires June 14, 2011

STATE OF New Jersey)
) ss.
COUNTY OF Passaic)

On the 17th day of ~~September~~ in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Judson A. Church, 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.

Judson A. Church
(notarial seal and stamp)

LOUVONDER D. LANG
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/11/2010