Torres Rojas, Genara FOI 71303 5

From: kapes23456@hotmail.com
Sent: Tuesday, February 28, 2012 3:07 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: THOMAS
Last Name: LLOYD
Company: Allied Aviation
Mailing Address 1: 181 BALLANTINE PKWY
Mailing Address 2:
City: NEWARK
State: NJ
Zip Code: 07104
Email Address: kapes23456@hotmail.com
Phone: 973-901-4213
Required copies of the records: No

List of specific record(s):
Allied Aviation Service Holding Corporation contract with the PA at Newark Liberty International Airport.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 13, 2012

Mr. Thomas Lloyd
Allied Aviation
181 Ballantine Parway
Newark, NJ 07104

Re: Freedom of Information Reference No. 13035

Dear Mr. Lloyd:

This is a response to your February 28, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for a copy of the contract between the Port Authority and Allied Aviation Service Holding Corporation at EWR.

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/13035-LPA.pdf. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to Exemption (1) 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

Attachment

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

PROPOSAL

TO: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The undersigned, if selected as "the Operator", hereby offers and agrees to perform at Newark International Airport, Newark, New Jersey (herein sometimes called "the Facility") for a three-year period commencing on May 1, 1973, certain services and operations all as hereinafter provided and in the manner hereinafter set forth, in connection with the care-taking, the maintenance and the operation of the Underground Aviation Fuel System (hereinafter sometimes referred to as "the System") located at the Facility (as said System is more particularly described in the plans attached hereto, hereby made a part hereof and marked "Exhibit A-1") for a monthly compensation computed in accordance with the provisions of the first two paragraphs of Article XII of this Proposal.

SERVICES AND OPERATIONS TO BE PERFORMED BY THE OPERATOR

Article I. Care-Taking Services

Commencing on May 1, 1973 and continuing until the System is put into use for actual into-plane fueling operations, the Operator shall maintain and perform services in connection with the System, herein designated "care-taking services" and in the rendition thereof shall furnish all labor, supervisory personnel, uniforms and supplies as necessary to maintain the System in good working order. The care-taking services shall also accord and conform fully with the recommendations of the manufacturers of the equipment used in the System so as to properly maintain the System during the entire period prior to the activation of the System for actual into-plane aviation fuel deliveries. Aviation fuel will be introduced into the System prior to its activation and as part of the care-taking services hereunder the Operator agrees to take such measures as will tend to prevent the set-up of resins and tars from such fuel and prevent the contamination of the fuel with water surface active agents and other foreign and deleterious matter. Without limiting the generality of the care-taking services to be rendered hereunder, the same shall also be deemed to specifically include the following:

(i) the manual draining of water bottoms from tanks, filter-separators and piping low-point drains;

(ii) operating and maintaining truck unloading pumps periodically by filling trucks at the truck-fill stands located in the Bulk Storage Area and off-loading the trucks through the truck unloading stations;

(iii) operating and maintaining all motor-operated valves, locally and remotely;

(iv) activating and maintaining all tank automatic gauges and limit switches and tank valve limit switches, providing a simulator panel, if necessary;

(v) maintaining water tank heaters and protecting all exposed equipment against freezing and other damages resulting from exposure to the weather;

(vi) operating all systems by cross-circulation to flex valve diaphragms and surge suppressor bladders;

(vii) maintaining adequate nitrogen pressure in surge suppressors;

(viii) operating electrical equipment and controls;

(ix) periodically removing and servicing turbidity meter heads;

(x) lubricating motors, checking pump mechanical seals, pressure gauges, flow meters and electrical interlocks;

(xi) operating foam and fire water systems as directed by the Port Authority;

(xii) supplying the necessary manpower and equipment for draining aviation fuel from tanks and pipes at the end of the care-taking period and prior to filling the tanks and piping system with fuel furnished by the Airline users of the System;

(xiii) providing such guards and personnel as may be necessary to insure the maintenance of the System security;

(xiv) checking for and repairing any and all leaks in the System;

(xv) painting equipment and piping as required;

(xvi) maintaining vehicular equipment;

(xvii) checking and maintaining cathodic protection systems;

(xviii) performing all ground-keeping functions including cutting grass and removing snow.

The Operator agrees that if any equipment used in the System malfunctions, within its guarantee period, the Operator, on behalf of the Port Authority, shall make appropriate claim for reimbursement against the manufacturer of such equipment.

During the effective period of this System the Operator shall be the sole operator of the System and in charge of all underground fueling operations including receipt, storage and distribution of aviation fuel, including deliveries both from the Bulk Storage Area and the North Tank Farm.

Article II. Receipt, storage and Distribition of Aviation Fuel

After the opening and activation of either Passenger Terminal Building B or Passenger Terminal Building A, whichever Passenger Terminal Building is first completed and occupied by the Airline Lessees (which shall be deemed to include Airline Sublessees) the System, or at least the necessary portion thereof, will be activated and put into service so as to accomplish the required into-plane fueling services for the Airline Lessees of the completed Passenger Terminal Building. At such time the Operator, in accordance with and in full compliance with the aircraft fueling procedures outlined in Exhibit C, attached hereto and made a part hereof, shall commence the performance of the services needed for the receipt, storage and distribution of aviation fuel and the into-plane delivery of such fuel into aircraft of the Airline Lessees of the completed Passenger Terminal Building through hydrants located under the paving of the Aircraft Gate Positions and thence through the hydrant carts located on the Aircraft Gate Positions of such Airline Lessees and also, as necessary, into-plane delivery of aviation fuel from fuel trucks into aircraft of such Airline Lessees.

The Operator shall also maintain the System and continue the care-taking service as to the remaining portion, if any, of the System which as of such time has not yet been activated and until such time as the entire System is activated.

As part of its services hereunder in operating the System, the Operator, on behalf of each Airline User of the System and as agent of each such Airline User shall accept from the different fuel suppliers serving the Airport, the aviation fuel delivered by each such supplier on behalf of its Airline User customers. The acceptance of aviation fuel by the Operator on behalf of each Airline User customer shall be limited to the extent that the fuel tank storage capacity allocated to the respective Airline User customer is sufficient to accommodate such aviation fuel delivery for such Airline customer.

The Operator, on behalf of those Airline Lessees of Terminals Buildings A or B who have requested and authorized the Operator so to do, shall check each delivery of aviation fuel both as to quantity and quality. In this connection the Operator agrees that at the time of delivery of aviation fuel on behalf of such Airline Lessees the Operator shall examine the fuel and make such tests as such Airline Lessees reasonably may prescribe. The Operator shall reject any aviation fuel which fails to meet the prescribed tests. The Operator shall have no further obligation or liability except for deterioration in quality resulting from the negligent operation of the System or of the storage tanks.

The Operator shall be required to account for and deliver to each Airline Lessee, as requested, the quantity of each grade and specification of aviation fuel delivered to the Operator at the Airport on behalf of each such Airline Lessee, plus or minus actual gains or losses, if any, incurred in normal operation. If any aviation fuel so delivered on behalf of any Airline Lessee is commingled while in storage in the System with other aviation fuel delivered to the Operator at the Airport on behalf of one or more other Airline Lessees, the actual gains or losses, if any, incurred in normal operations for the period in question with respect to such aviation fuel so commingled shall be shared between the Airline Lessees involved to the extent of the respective proportions of their number of gallons of aviation fuel so commingled at the commencement of such period plus the number of such gallons of aviation fuel delivered on behalf of the respective Airline Lessees and so commingled during such period.

The Operator shall not commingle the aviation fuel delivered to it at the Airport on behalf of any Airline Lessee by different suppliers, but aviation fuel of the same supplier and of the same specifications delivered on behalf of two or more Airline Lessees may be commingled, with the Operator assuming the

obligation to account to each of such Airline Lessees for such aviation fuel delivered respectively for each Airline Lessee. Nothing herein contained shall prohibit two or more Airline Lessees from commingling and requiring the Operator to commingle any of their aviation fuel in a separate tank or tanks then assigned to them or to either of them, upon their mutual agreement to do so, regardless of differences in supplier specifications. The provisions hereof shall also be applicable to aircraft engine oil. Any other associated products delivered at the Airport to the Operator on behalf of any Airline Lessee may, unless such Airline Lessee has otherwise prescribed, be commingled with any similar product furnished or delivered on behalf of any other Airline Lessee. The Port Authority, prior to the activation of the System, shall furnish the Operator with a list of all Airline Lessee tank assignments and allocations in the Bulk Storage Area.

Notwithstanding the acceptance of aviation fuel from the various fuel suppliers on behalf of the different Airline Lessees and the storage of such fuel in the storage tanks in the Bulk Storage Area, nevertheless, title to all such aviation fuel shall remain in the supplier thereof until into-plane delivery into the aircraft fuel tanks of the supplier's Airline customers of such fuel has been made at which time title to such aviation fuel shall pass to the respective Airline Customer.

The Operator shall also distribute and make into-plane fuel deliveries of the aviation fuel stored in the aforesaid storage tanks on behalf of each Airline user of the System to the aircraft of each such Airline principally by use of the Underground Fuel Distribution System and at times, as directed by the Port Authority's General Manager of New Jersey Airports, by means of refueler trucks, which trucks shall be filled in the Truck Fill Stand of the System, including the Truck Fill Stand at the North Tank Farm.

The into-plane fuel delivery by means of the System shall be through available Underground Piping to hydrants located under the pavements of the Airline Lessees' Gate Positions and from such hydrants through hydrant carts located on the Airline Gate Positions.

The Operator shall also perform, for the Airline Users of the System all necessary defueling operations at a separate rate (not to be included in the Operator's bid) of $.03 per gallon to be paid by the Airline User to and retained by the Operator.

The Operator shall furnish to the Port Authority with its bid a certified bid analysis statement as to the amount of the Operator's bid allocated to actual into-plane fueling operations and the actual amount allocated to care-taking operations. It is estimated that the care-taking operations will extend over the first three months of the effective period of this Agreement. In determining the amount of the gallonage bid to be allocated to care-taking operations the Operator shall use three months as the basis of its care-taking operations. If the care-taking period is more or less than three months then for each day that care-taking operations continue after the expiration of the first three months the Operator will be entitled to additional compensation equal to 1/90th of the amount it allocated to care-taking operations. Similarly if the care-taking period is less than three months then for the number of days by which care-taking operations fall short of three months the Operator's compensation shall be reduced by a fraction the numerator of which shall be the number of days by which the care-taking operations fall short of ninety days and the denominator of which shall be ninety. The Operator shall also furnish to the Port Authority all data and information used by it in arriving at that portion of the amount of its bid allocated to actual into-plane fueling operations. The Operator shall permit the Port Authority, by its agents, employees and representatives at all reasonable times to examine and audit the records and books of the Operator which pertain to the amount of its bid allocable to actual into-plane fueling operations. If such examination and audit reveals the inclusion of any item of cost or expense as being a part of the cost of the actual into-plane fueling operations but which in the opinion of the Port Authority was not applicable to such operations and not a part thereof under sound accounting practices then within twenty (20) days after completion of such examination and audit the Port Authority shall give written notice to the Operator stating its objections to the items and the grounds therefor.

If the Operator considers that the Port Authority's objection is wrongly taken, the Operator may within ten (10) days after the Port Authority gives written notice serve a written notice on the Port Authority stating the grounds upon which the Operator considers the objection to be wrongly taken and in such event 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 objections shall be final. The Port Authority agrees to use its best efforts to obtain such decision as promptly as possible.

Article III. General Maintenance Operations

(a) At all times during the effective period of this Agreement, the Operator shall be responsible for and shall perform all routine maintenance and routine preventive maintenance, including necessary routine replacement of parts and equipment in and to the System at Newark International Airport, except for those items of

maintenance hereinafter specifically excluded pursuant to subsection (d) of this Article III.

In the performance of the maintenance operations hereunder the Operator agrees that the same shall be performed in such manner and with such frequencies and with such quality of workmanship so as to maintain, preserve and protect at all times the System and keep the same free from such defects and deteriorating factors as are preventable by the sound, efficient and diligent performance of routine maintenance and routine preventive maintenance. The Operator shall perform all such maintenance work and fueling operations in accordance with the accepted practices existing in the Petroleum, Storage, Tank and Aviation Fueling Industry and with all applicable rules and regulations of the Federal Government, the State of New Jersey, the cities of Newark and Elizabeth and other regulatory bodies regulating practices in aircraft fueling operations and maintenance.

(b) The Operator agrees that it shall employ diligent and all reasonable means and efforts to observe, survey and check the System so as to be able to ascertain the need for any maintenance other than that provided for in subsection (a) of this Article III. The Operator shall notify the Port Authority promptly upon the discovery of the need for such other maintenance as well as of any breakdowns, defects or malfunctions in the System.

(c) The facilities of the System to be maintained by the Operator pursuant to this Agreement are those set forth in Exhibits A and A-1 hereinbefore incorporated by reference into this Proposal.

The Operator shall provide all materials and supplies as may be necessary in the performance of its routine maintenance and routine preventive maintenance as aforesaid, at the expense of the Port Authority and, where necessary and where such work is beyond the capability of the Operator's personnel the Operator will engage outside contractors for the performance of such work and shall procure and supply tools and equipment required in the performance of such work provided, however, that the Operator will not engage outside contractors or make expenditures either for materials or supplies or retain outside labor where the cost of such contractors, outside labor and material in the aggregate exceed the sum of $500.00 per incident unless the Operator has first obtained the specific written approval of the Port Authority's General Manager of New Jersey Airports.

(d) This Agreement shall not be deemed to apply to and the Operator shall not have any obligation hereunder to perform the following items of maintenance and repair:

(i) the interior or exterior painting of twelve 375,000 gallon tanks and fourteen 504,000 gallon tanks located in the Bulk Storage Area;

(ii) the repair and painting of fencing;

(iii) the grading, paving and surface drainage of the System;

(iv) the making of roadway repairs;

(v) the relamping of highlights in the Bulk Storage Area;

(vi) underground water lines;

(vii) all maintenance, repair and replacement other than routine preventive maintenance or routine replacements, required as a result of subsidence or collapse of the earth.

Article IV. Manner of Operations

The Operator agrees that at all times during the effective period of this Agreement it shall conduct its operations and services in such a manner as not to endanger or unreasonably interfere with or delay the operations or activities of any lessees, permittees, tenants, passengers, customers, occupiers of space or others at or using the Airport and shall use the same degree of care in the performance of its undertaking hereunder as may be required by the Rules and Regulations of the Port Authority pertaining to underground aviation fuel operations and in accordance with all applicable federal, state or municipal laws or ordinances applicable to such operations and to Airport operations as if the Port Authority were a private corporation.

All supplies, materials and equipment used by the Operator pursuant to its performance hereunder shall be of such quality as to best accomplish the purposes of this Agreement and shall be used in such manner as not to wear, tear, injure or otherwise have a harmful effect on the System to be maintained by the Operator and the use of all such supplies, equipment and materials shall be subject to the prior and continuing approval of the Port Authority.

Article V. Employee Complement

The Operator at all times during the effective period of this Agreement shall supply the complement of employees including supervisory personnel necessary to adequately and fully perform all of the Operator's obligations hereunder in accordance with the terms of this Agreement. The employees employed by the Operator for the performance of the work and services hereunder shall be qualified tank farm and into-plane fueling men and the Operator will provide all routine maintenance, routine repairs and replacement of parts and equipment of and to the System and all into-plane fueling operations on a twenty-four hour, seven-day a week basis.

The Operator's Manning Tables, submitted with its bid hereunder is hereby incorporated into and made a part of this Proposal.

The Port Authority shall have the right at the end of each and every calendar month during the effective period of this Agreement to review the work sheets and time schedules of the Operator's employees engaged in the performance of the obligations of and services to be performed by the Operator hereunder to determine the actual personnel time requirements. If such Port Authority work reviews disclose that the work force is insufficient to perform the required services in a manner satisfactory to the Port Authority the Operator upon receipt of written notice from the Port Authority to this effect and without any additional compensation over its bid price within the applicable rate ranges shall increase its employee complement of qualified employees. Within five days after receipt of any written notice from the Port Authority to increase the number of employees, the Operator shall have the right to file objections thereto with the Port Authority. The Port Authority agrees that in such case it will confer with the representative of the Operator within five (5) days after the filing of the Operator's objections so as to afford the Operator the opportunity to justify its objection to the increase of the employee complement. After such conference the Port Authority shall make a final determination which shall be binding on the Operator.

Article VI. Inspection

The Port Authority by its officers, employees and representatives shall have the right, at all times, to examine the supplies, materials and equipment, including replacement parts, used or to be used by the Operator in the performance of its obligations under this Agreement. The Port Authority through its officers, employees, representatives and agents shall have the

right at any time to enter upon the premises where the Underground Fuel System is located and to do any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

Article VII. Prohibited Acts

The Operator shall promptly observe, comply with and execute the provisions of any and all future rules, regulations, requirements, orders and directives of the National Board of Fire Underwriters and the Fire Insurance Rating Organization of New Jersey, or any body or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Operator at Newark International Airport. The Operator shall notify the Port Authority within twenty-four (24) hours of any rule, regulation, order or directive received by it. If by reason of any failure on the part of the Operator to comply with the provisions of this Article VII, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof including the Underground Fuel System shall at any time be higher than it otherwise would be then the total monthly compensation product payable to the Operator pursuant to its Bid Proposal shall be reduced by an amount equal to the additional insurance premium payments charged to the Port Authority because of such violation or failure by the Lessee.

Article VIII. Construction by the Operator

The Port Authority shall allocate to the Operator for and during the effective period of this Agreement the ground area shown in stipple on Port Authority Drawing NIA-7939 (which Drawing, attached hereto and made a part hereof, is designated and marked "Exhibit B") which area will be finished off by the Port Authority with paving and with utilities brought to the locations on the perimeter of the ground areas. As part of its operations hereunder the Operator at its expense shall be required to erect and construct on that portion of the ground area shown in shaded stipple and designated "Fuel Farm Maintenance Building" on Exhibit B a building to be used solely for the servicing, maintenance and repair of the Operator's fuel trucks and other equipment used by the Operator in its operations, including hydrant carts. The building will also be used for maintenance lockers and other storage facilities. The Operator shall also perform whatever construction may be necessary on the remainder of the ground area shown on Exhibit B, including marking off of parking locations for the parking of fueling trucks, hydrant carts and automobile parking in those portions of the ground area as indicated for such purpose on Exhibit B.

The building to be constructed shall, as to style, design, architecture and general appearance conform with Port Authority Drawing NA-7833, attached to this Proposal and made a

part hereof as Exhibit F. The building shall contain a number of bays on both the first and second floors, as shown on Exhibit F, not less than twelve of which bays measuring 10' x 30' shall be used as maintenance garage bays and not less than four maintenance bays measuring 18' x 70' one of which shall be used for painting of equipment, one of which shall be used for pre-painting of equipment, one of which shall be used for washing of equipment and one of which shall be used for welding of equipment. It is the Port Authority's estimate that the interior of the building will contain a minimum of 23,000 square feet, said building to be approximately 275 feet long, approximately 70 feet wide and two stories in height. It is the Port Authority's present best estimate that the cost of the construction work which shall consist of the cost items set forth under subparagraphs (i), (ii), (iii) and (iv) of paragraph 4 of this Article VIII, shall amount to approximately $2,000,000. The building and site work shall be completed by the Operator not later than November 1, 1974. If the construction work is not completed by November 1, 1974 then and for each month thereafter that the work remains uncompleted the Port Authority shall deduct, as liquidated damages, from the Operator's monthly compensation an amount equal to the quotient resulting from the division of $2,000,000 (the estimated cost) by 240. When and at such time as final determination of construction costs have been made the aforesaid deductions will be adjusted accordingly.

Prior to commencing construction of the aforesaid building the Operator shall submit to the Port Authority detailed plans and specifications of the proposed building. The Port Authority shall have the right to reject such plans and specifications of the proposed building as laid out and indicated by the Operator on its submitted plans or if constructed according to such 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):

(1) will be structurally unsound or unsafe or hazardous for human occupancy or use;

(2) will not comply with all of the requirements of this Agreement;

(3) will not comply with the Port Authority's requirements for harmony of external architecture of similar improvements on the Airport;

(4) will not comply with the Port Authority's requirements with respect to external and internal building materials;

(5) are designed for use for purposes and activities other than those required of the Operator under this Agreement;

(6) will be in violation of any law, ordinance or regulation of any governmental authority having jurisdiction over the Airport if the Port Authority were a private corporation.

T. : Port Authority agre : to approve or disap rove the Operator's p. ans and specification within a reasonable time after the same h· ve been submitted to e Port Authority. I the event of dis .pproval the Port Auth. rity shall set forth e reasons therefor. Thereafter the Oper .or shall continue to resubmit to the Port Authority revised plans and specificati ns until such time as the same have been proved by the Port Authority.

Upon approval of such p ns and specification by the Port Authorit the Operator shall diligently proceed to construct and to fully complete, at it expense, the buildin in accordance with such approved plans an specifications and a Port Authority approve Construction Applic ion. The Operator a rees to deliver to the Port Authority "as b lt" cloth drawings, capable of being reproduced, of the co truction performed b it hereunder and hall at all times du ng this Agreement ke p such drawings current, showing thereon ny changes or modifi a- tions which may be made in or to the p mises.

Pr or to the award of a contract or contrac by the Operator f r the construction w k called for hereund , the Operator shal submit to the Port thority a list of contractors from hich the Operator in nds to solicit bids or the work. The Po t Authority shall ha the right to delete from such list such co tractor or contracto as may be unaccepta e to it. Prior to he award of any cont ct or contracts by t Operator, the Ope ator shall submit su proposed contract o contracts to the ort Authority who sh l have the right to approve the reaso ableness of the cont ct and all of the te s and conditions th reof.

Th contract shall also ontain representatio and undertakings y the Contractor tha either it has in eff t or will put into ffect, prior to the mmencement of any construction work for the Operator, an ffirmative Action Program for Equal Employment Opportuni es at Newark Airport which Affirmative Action Program has b n worked out with an approved by the F view Council for con ruction at Newark International Air ort created by the A eement of February 2 1972 between The ort of New York Auth ity, the several Air e lessees of Termin l Building B, the Bu ding Contractors' Association of Ne Jersey, the Mechani l Contractors' Assoc tion of New Jersey, an various representat es of the Minority Community in Newa , New Jersey. The O erator agrees that i shall not award a contract for the c struction until the e has been submitte to the Port Authori for its review ther f

The Port Authority reserves the right to reject the contract if the Affirmative Action Program of the Contractor of if the undertakings of the Contractor are not satisfactory to the Port Authority. The Contractor in his bid proposal shall also agree to appear before and consult with the Review Council when requested and shall also agree that during the performance of the work he will comply with notices and directives issued to him by the Review Council.

Attached hereto and designated Exhibit L is an Affirmative Action Program to be employed in the performance of construction work at Newark International Airport under Port Authority Contract NA-560.075, Passenger Terminal Building "B". This program herein designated "Specimen Affirmative Action Program" is attached hereto only for the information and guidance of the Operator. It is the Port Authority's assumption that such a program or one substantially similar to it will be acceptable to and be approved by the Review Council. The Operator is cautioned however that the Port Authority does not make any representations that an Affirmative Action Program substantially the same as that expressed in the Specimen Affirmative Action Program will be acceptable to and approved by the Review Council.

The costs of supervising such program including training expenses, additional compensation to Trainees and loss and waste resulting therefrom shall, upon proper proof thereof, be paid by the Operator to its contractor and the amount thereof, if the Port Authority is satisfied as to its correctness, shall be deemed to be part of the Operator's construction costs of the building.

The Operator shall be solely responsible for any plans and specifications used by it notwithstanding that the same have been approved by the Port Authority and notwithstanding incorporation therein of Port Authority recommendations or requirements. Notwithstanding the requirement for approval by the Port Authority of the contracts entered into by the Operator, the Port Authority shall have no liabilities or obligations in connection therewith and the Operator hereby releases and discharges the Port Authority, its Commissioners, officers, representatives and employees of and from any and all liability claims for damages or relief at any time, whether legal or equitable or from any action or cause of action arising or alleged to arise out of the performance of the work pursuant to the contracts between the Operator and its contractors. Any warranties contained in any construction work hereunder shall be for the benefit of the Port Authority as well as the Operator.

All work which the Operator shall do under this Article VIII shall be done strictly in accordance with the following terms and conditions:

(1) The Operator shall itself, and shall also require its contractor, to indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees and to this end the Operator shall obtain and shall require its contractor to obtain Comprehensive General-Automobile Liability Insurance against the following distinct and several risks, whether they arise from acts or omissions of the Operator, of the Port Authority, of the Port Authority's General Manager of New Jersey Airports or of third persons, or whether resulting from casualties, acts of God, acts of the public enemy, natural forces or otherwise arise, excepting only risks when damage results solely from affirmative wilful acts done by the Port Authority subsequent to the commencement of the construction work.

(i) The risk of loss or damage to all such construction work prior to the completion thereof. In the event of such loss or damage the Operator shall forthwith repair, replace and make good the work without cost to the Port Authority;

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, its Commissioners, officers, agents and employees or to its or their property, arising out of or in connection with the performance of the work. The Operator shall indemnify the Port Authority, its Commissioners, officers, agents and employees for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of claims and demands, just or unjust, by third persons against the Port Authority, its Commissioners, officers, agents and employees arising or alleged to arise out of the performance of the work. The Operator shall indemnify the Port Authority, its Commissioners, officers, agents and employees against and from all such claims and demands, and for all loss and expense incurred by it and by them in the defense, settlement or satisfaction thereof.

(2) The Operator shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work; and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. Nothing herein contained shall be deemed to constitute a consent to the creation of any lien or claim against the premises.

3) The Operator shall procure and maintain in effect during the performance of the construction work Comprehensive General-Automobile Liability Insurance, including automotive, and covering bodily-injury (including death) and property-damage liability, with a contractual liability endorsement covering the risks and indemnities listed in subsections (ii) and (iii) of paragraph 1 of this Article VIII, which shall be in addition to all policies of insurance otherwise required by this Agreement, or, if the work is to be done by an independent contractor, the Operator shall require such contractor to procure and maintain such insurance in the name of the contractor in either case, in limits not lower than those set forth for such categories of insurance in the following schedule:

(i) Bodily-injury liability:

For injury or wrongful death to one person:	$1,000,000.00
For injury or wrongful death to more than one person from any one accident:	$10,000,000.00
For Aggregate Products-Completed Operations	$10,000,000.00

(ii) Property-damage liability:

For all damages arising out of injury to or destruction of property in any one accident:	$10,000,000.00

As to the insuranc required by the provisions of this Article VIII and the insurance required under Article XIII, certified copies of the policies or certificates evidencing the existence thereof or binders shall be delivered to the Port Authority at least ten (10) days prior to the commencement of any construction by the Contractor; as to the insurance required under Article VIII and within ten (10) days after the acceptance of this Agreement by the Port Authority as to the insurance required under Article XIII. 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 will contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving ten (10) days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of any expiring policy unless the policy expires after the expiration date of this Agreement. If at any time any policy shall become unsatisfactory to the Port Authority either as to form or substance or if the carrier issuing such policy shall become unsatisfactory to the Port Authority, the Operator shall promptly obtain a new and satisfactory policy in replacement.

(4) Title to all construction work required hereunder shall vest in the Port Authority without the execution of any further instrument as the same or any part of such construction work shall be constructed upon or annexed to the premises.

The phrase "the cost of the construction work" as used in this Agreement shall be the sum of the following items of expense incurred by the Operator in the performance of the construction required hereunder to the extent that the inclusion of the same is permitted by sound accounting practice:

(i) all contract costs;

(ii) all insurance and bonding costs

(iii) all other labor and material costs;

(iv) all costs for architectural and engineering services and overhead, the same in the aggregate not to be in excess of ten percent (10%) of the total of items (i), (ii) and (iii).

\ statement of the co . of the construction work detailing ıll of the foregoing .d certified by a responsible of ıcer of the Operator ·all be delivered by the Operator t the Port Authority n . later than thirty (·) days after the :ompletion of the con .ruction work. The Operator shall ɔermit the Port Autho .ty, by its agents, employees and ·epresentatives at all :easonable times duri : the constructi· ı and for a period of .hree (3) years subse :ent to the receipt ɔy the Port Authority ɔf the certified stat ent aforesaid to e amine and audit the b ɔks of account of the Operator which pertain to the constr :tion work; the Opera :or agrees to keep such records and book of account within th· Port of New Yo.x District during suc time. The Port Authority agre· s that it will use it best efforts to examine and au it said records and b ɔks of account within thirty (30) da s after the receipt c· the certified statem· ıt of the cost of :onstruction work. I , in the certified statement, the Operator includes any ıtem of cost or expen· as having been incurred, but which i the opinion of the Port Authority was not so incurred c· which, in the opinio of the Port Au·hority, if so incurre , is not a cost or expense proper y chargeable to the c st of the constructic work under sou·d accounting practice then within twenty (. ·) days after the completion of its exa. ination and audit of such statement, the Port Authority s all give written noti. ɔ to the Operatc· stating its objectic s to the item and the ground therefc:. If the Operator cc siders that the Port Authority's ob ection is wrongly tak ı, the Operator may, within ten (10 days after the Port ·thority gives writte notice, serve written notice upon ıe Port Authority sta ing the grounds up n which the Operator ɔnsiders the objectic · to be wrongly ·aken and in such ever the Port Authority s all refer the obje tion, at the Port Aut ɔrity's expense, to t ɔ accountants th n designated by the l· rt Authority for outs. de audit of the b oks of the Port Autho ity, whose decision a to the validit of the objection sha l be final. The Port Authority agre s to use its best ef: rts to obtain such decision as pr mptly as possible.

n connection with the construction work required under his Article VIII, the Operator shall requir its contractor to furnish a bond for the faithful performan of the construction work and also for the payment of all lawful claims of subcontractors, matc talmen and workmen arising out of the performance of the construction work. Such bond shall be in the form attach hereto entitled "Performance and Payment Bond", and marked "Exhibit U" and shall be in the sum of $2,000,000 (which is the Port Authority's best estimate of the cost of the construction work) and shall be signed by one or more sureties satisfactory to the Port Authority. The surety on the performance bond must be a corporation (commonly known as a "surety company", authorized to do business as a surety in the States of New York and New Jersey, whose name appears on the current list of the Treasury Department of the United States as acceptable as surety to the Treasury Department.

The Operator shall deliver such bond to the Port Authority at least ten (10) days before the commencement of the construction work.

If at any time the Port Authority shall be c become dissatisfied with any surety or sureties then liable upon any performance bond furnished in accordance with the requirements hereof, or if for any other reason such bond shall cease to be adequate security to the Port Authority the Operator shall require its contractor, within five days after notice from the Port Authority to do, to substitute a new bond in such form and sum and signed by such other surety as may be necessary in the opinion of the Port Authority to constitute adequate security.

If required by the Port Authority, the Operator shall require certification by a licensed engineer of all pile driving data.

The Port Authority shall have the right, through its duly designated representatives, to inspect the construction at any and all times during the progress thereof, to inspect during regular business hours, the books, records, plans, specifications and other data in possession of the Operator, insofar as the same relate to the construction required under this Article VIII.

The Operator shall throughout the term of this Agreement, assume the entire responsibility and shall relieve the Port Authority from all responsibility for all repair and maintenance whatsoever in the building to be constructed by it, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise and without limiting the generality hereof, shall:

(i) keep at all times in a clean and orderly condition and appearance the premises and all of 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) take good care of the building, maintain the same at all times in good condition, reasonable wear and tear excepted; make all repairs and replacements inside and outside which repairs and replacements by the Operator shall be in quality and class not inferior to the original material and workmanship and the Operator shall promptly pay the cost and expense of such repairs, replacements and maintenance;

(iii) provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or any regulations or provisions of this Agreement; and

(iv) the Operator shall repair any damage to the paving serving the building in the entrances to and exits therefrom, which damage is caused by any oil, gasoline, grease, lubricants or other inflammable liquids or substances having a corrosive or detrimental effect thereon.

. In the event the Operator fails to commence so to maintain, clean, repair, replace, rebuild or paint within a period of sixty (60) 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 Operator 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 Operator involves preventive maintenance only, or fails to continue to completion the repair, replacement, rebuilding or painting required to be repaired, replaced or painted by the Operator, the Port Authority may, at its option, and in addition to any other remedies available to it, repair, replace, rebuild or paint all or any part of the building and the cost thereof shall be deducted from the Operator's monthly compensation.

On the first day of the month following the completion date of the building to be constructed by the Operator hereunder and on the first day of each and every succeeding month thereafter during the effective period of this Agreement, the Port Authority agrees to pay to the Operator as additional compensation hereunder an equal monthly amount, which if paid over 300 consecutive months would be sufficient to amortize the Operator's Cost of Construction Work, together with interest on the declining unpaid balance at the rate of six percent (6%) per annum. Upon the expiration date of this Agreement (or upon the expiration date of any extension of this Agreement), or upon the earlier termination hereof, the Port Authority agrees to pay to the Operator the balance of the Operator's unamortized capital investment in the building construction as of the date of expiration of this Agreement (or the date of expiration of any extension hereof) or upon the earlier termination of this Agreement. In determining the Operator's unamortized capital investment in the construction the Port Authority shall consider the Operator's Cost of Construction Work, as said items of cost are set forth in subparagraphs (i) through (iv) of Paragraph 4 of this Article VIII, and deduct therefrom an allowance for depreciation and amortization to the date on which such unamortized investment is computed on a straight-line method over a period of twenty-five (25) years following the completion date of the Operator's construction work under this Agreement.

Article IX. Fueling Trucks to be Supplied by the Operator

In addition to operating and maintaining the System, the Operator upon the commencement of into-plane fueling services at the Passenger Terminal Building first occupied shall, as of the commencement of into-plane fueling services at the Terminal first completed and, upon the completion of both Terminals shall thereafter as to both Terminals take over the Fuel Storage Tanks located in the North Fuel Farm and shall perform by means of refueler

trucks deliveries of fuel, either from the Bulk Storage Area or the North Tank Farm, and into-plane fueling of passenger and cargo carrying aircraft both of Scheduled and Non-scheduled Airlines not having assigned Gate Positions at Passenger Terminal Buildings A or B and Scheduled Airlines having Gate Positions for any such Passenger Terminal Buildings but who at the time are using Cargo Building or other Airport Facilities. The Operator shall also deliver aviation fuel by means of refueler trucks in cases where there is a breakdown in the Underground Fueling System or in other emergency situations to passenger-carrying Aircraft of Airlines having Gate Positions. It is understood, however, that truck delivery operations shall, so far as possible, be kept at an absolute minimum.

Nothing herein contained shall be deemed to give the Operator any right to perform fueling service for private, corporate or itinerant aircraft or helicopters or for air taxis (except when such air taxis are performing services for an Airline Lessee having an assigned Gate Position and when using such Gate Position with the approval of such Airline Lessee) and fueling services for all such itinerant aircraft, helicopters or air taxis shall be performed by a Fixed Base Operator at the Airport. The fuel operator hereunder shall receive and store fuel for the Fixed-Base Operator.

In order to perform the obligations imposed upon the Operator by this Article IX the Operator at its own expense shall obtain and make use of an adequate number of refueler tank trucks and tenders meeting Port Authority specifications therefor, so as to provide adequate, safe and efficient into-plane fuel deliveries to passenger-carrying and cargo-carrying aircraft of Airlines in Terminal Buildings A or B using facilities other than Passenger Terminal Buildings A or B and to passenger-carrying or cargo-carrying aircraft of all Airlines not having gate positions at Terminal Buildings A or B and to passenger-carrying and cargo-carrying aircraft of all Airlines in cases where the Underground Fuel System is not available.

As a guide to the Operator in bidding hereunder, it is the Port Authority's best estimate that in order to provide for adequate, safe and efficient truck deliveries of fuel the Operator will require the use of eighteen new tender trucks which are to be built to Port Authority specifications. The Operator shall provide the Port Authority with shop drawings and specifications of the tender trucks which the Operator proposes to procure prior to the construction of said trucks. The Port Authority shall have the

right to reject any proposed trucks which in the Port Authority's opinion do not meet its specifications. The Port Authority's best estimates of the number and capacities of the trucks are as follows:

(a) 8 - 10,000 gallon tender trucks;

(b) 8 - 8,500 gallon tender trucks;

(c) 2 - 5,000 gallon tender trucks.

Pending the completion of the fueling trucks, the Operator, as necessary to make truck deliveries, shall avail itself of sufficient trucks for the performance of necessary services prior to the completion of its trucks as aforesaid and to this end, if it does not have such trucks available, shall arrange to rent, lease or hire the same. The amount of the rentals or fees paid by the Operator for the interim use of fueling trucks, prior to the completion of the custom built fuel trucks and the Operator's acquisition thereof shall not be included in the Operator's gallonage fee bids. Upon the acquisition by the Operator of the fuel trucks to be constructed, the Port Authority shall reimburse the Operator for the fair rental or fee value of the trucks used by it during such interim period, which fees shall be subject to the approval and audit of the Port Authority.

The purchase price of the proposed trucks shall be subject to the approval of the Port Authority and the Operator accordingly shall advise the Port Authority prior to authorizing construction of the price to be paid for the said tender trucks.

The Operator shall also equip itself with whatever other equipment is required by the Operator for the performance of adequate, safe and efficient operation of into-plane fueling services at the Airport. The Operator shall maintain at all times during the period of this Agreement, in good and satisfactory condition, the tender trucks acquired by the Operator and also the hydrant carts used in the into-plane fueling operations in such manner that the same shall at the time of the expiration date of this Agreement be in reasonably safe, sound and good condition, reasonable wear and tear excepted.

On the first day of the second month following the Operator's acquisition of the fuel trucks required under this Agreement and on the first day of each and every month thereafter during the effective period hereof, the Port Authority shall pay to the Operator in addition to all other compensation provided herein, an amount equal to 1/84th of the unamortized costs of such fuel trucks plus interest on the declining unpaid balance at the rate of six percent (6%) per annum.

Upon the expiration date of this Agreement or the expiration date of any extension hereof or the earlier termination date of this Agreement the Operator shall transfer to the Port Authority all of the Operator's right, title and interest in and to the fuel tender trucks obtained by the Operator hereunder and shall execute and deliver to the Port Authority such documents, bills of sale and other evidences

of title properly endorsed and/or executed so as to convey the title to said trucks to the Port Authority free and clear of any liens or encumbrances thereon. The Port Authority shall pay to the Operator upon the acquisition of the title to the tender trucks aforesaid or as soon thereafter as the Operator's unamortized interest therein can be determined, an amount of money equal to the unpaid balance of the Operator's unamortized interest in such trucks at the time of the acquisition of title thereto by the Port Authority, based on an overall useful service life of said trucks of seven years each.

Article X. Relationship Between the Parties

This Agreement shall not constitute the Operator, the agent or representative of the Port Authority for any purpose whatsoever, and with relation to the Port Authority the Operator shall be deemed at all times to be an independent contractor, solely responsible for its operations at the Airport and for all losses arising from such operations.

It is agreed that this contract is not only for the benefit of the Port Authority, but also for the benefit of all Airline Lessees of Terminal Buildings A and B, and of all Scheduled and non-Scheduled Airline Operators and others storing aviation fuel in the Bulk Storage Area and in the North Tank Farm Area.

Article XI. Character of Service

The Operator shall operate the System and shall provide into-plane fueling services on a 24-hours-a-day, 7-days-a-week basis and shall maintain such operation all in full compliance with the standards and requirements of the Port Authority as set forth in Exhibit C hereof. The Operator shall furnish such services fairly and impartially to each and every Airline Lessee at Terminal Buildings A or B and other Airline Users of the System and shall not favor or prefer any Airline Users over any other Airline Users. The Operator shall conduct an adequate, safe and efficient and economic operation and provide the types and kinds of services desired by the respective Airline Users. In this connection the Operator shall familiarize itself with the departure schedules of the Airline Lessees so as to be able to most efficiently and expeditiously accommodate the fueling requirements of the various Airline Lessees. The Operator further agrees to consult regularly with the Port Authority and, as required, with the respective Airline Lessees concerning the performance of services to be rendered pursuant to this Agreement and to establish operating procedures calculated to render such services in an adequate, safe, efficient and prompt manner.

Article XII. Method Payment to Operator

Not later than the 20th day of the month following the month in which the Operator commences care-taking operations of the System and not later than the 20th day of each succeeding month covering the first three months of the effective period of this Agreement, the Port Authority shall pay to the Operator for the preceding month an amount equal to one-third of the Operator's cost allocated to care-taking operations as provided in Article II hereof which foregoing payment shall be subject to further adjustment in the event that the care-taking operations exceed or are less than the anticipated three-month period.

The Operator shall certify to the Port Authority, not later than the 20th day of the month following the month in which into-plane fueling operations commence and on the 20th day of each and every succeeding month thereafter during the effective period of this Agreement, by means of a sworn statement, the number of gallons of aviation fuel delivered by the Operator into the planes of all Airline Users of the System during the preceding calendar month. The total number of gallons of aviation fuel so delivered by the Operator shall be added to the total gallons of aviation fuel delivered by the Operator for all prior months of the fiscal contract year. The resultant total shall then be annualized by multiplying by twelve and dividing the product by the number of actual months in the fiscal contract year. The rate per gallon applying to the range within which the annualized total gallons is included shall be multiplied by the total number of gallons delivered since the start of the fiscal contract year. The resultant product, less the total compensation payable to the Operator since the start of the fiscal year, less one-twelfth of the total care-taking payments made to the Contractor, shall constitute the monthly compensation (except for amortization and interest payments provided in Articles VIII and IX hereof) payable to the Operator for such preceding month, which compensation shall be payable within twenty days following the receipt by the Port Authority of the Operator's certification of the number of gallons of aviation fuel delivered in the preceding month.

The Operator shall also prepare and deliver to the Port Authority and to each supplier of aviation fuel a sworn statement showing the total gallons of aviation fuel received from such supplier on behalf of each of its Airline Customers at the Airport during the preceding calendar month and the number of gallons delivered by the Operator into the planes of each Airline Customer of such supplier.

The Operator shall also prepare not later than the 20th day following the close of the preceding calendar month a sworn statement for each Airline Lessee and each Airline User of fuel at the Airport showing the number of gallons of aviation fuel actually delivered into aircraft of such Airline Lessee or Airline User by the Operator during the preceding calendar month.

In order to insure accuracy of such receipt and delivery records the Operator agrees:

(1) to maintain, in accordance with accepted accounting practice, records and books of account recording all its transactions hereunder, which records and books of account shall be kept at all times within the Port of New York District,

and for one (1) year after the expiration or earlier termination of this Agreement;

(2) to permit during ordinary business hours the examination and audit of such records and books of account by the officers, employees and representatives of the Port Authority;

(3) to permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Operator, including without limitation thereto, any metering or measuring devices; and

(4) to install and use such measuring and metering devices, invoicing machines and other equipment or devices for recording quantities received and quantities delivered as may be appropriate to the business of the Operator and necessary or desirable to keep accurate records.

Article XIII. Indemnity: Liability Insurance

(a) The Operator shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives and the Airline Lessees and Airline Users of the System, their directors, officers, employees and representatives from and against all claims, just or unjust by third persons made against the Operator or the Port Authority on account of personal injuries (including wrongful death), loss or damage of any kind whatsoever including loss of any and all revenues to Aircraft Operators (whether or not resulting from physical damage) resulting from aircraft being grounded due to or alleged to be due to causes arising or alleged to arise out of or in connection with the use of the Fuel Facilities or the System or out of any other operations of the Operator at the Airport (whether or not actually caused by or resulting from use or operations) and whether such claims arise, in whole or in part, from any acts or omissions (whether negligent or not) of the Operator, of the Port Authority or of third persons, and whether such acts or omissions are within or beyond the control of the Operator, excepting only claims which arise solely from affirmative wilful acts done by the Port Authority including claims by the City of Newark against the Port Authority pursuant to the provisions of the Basic Lease, whereby the Port Authority has agreed to indemnify the City against claims, and for all expenses incurred by the Port Authority in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Operator shall at its own expense defend against such claims, in which event 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, immunity of the Port Authority, governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. The provisions of this clause shall be also for the

benefit of the Commissioners, officers, agents and employees of the Port Authority, so that they shall have all of the rights that they would have hereunder if they were named at each place above where the Port Authority is named including a direct right of action against the Operator to enforce the foregoing indemnity.

(b) The Operator in its own name as insured and for the benefit of itself, shall maintain and pay the premiums on the following described policies of insurance which shall cover its operations hereunder and the risks and indemnities listed in the preceding subparagraph (a) of this Article XIII and which shall be kept in effect during the entire period of this Agreement:

1. Comprehensive General Liability Insurance, including contract and products liability, and automobile liability insurance, all in limits not lower than the following which insurance shall not contain any care, custody or control exclusions nor any exclusion for bodily injury to or sickness, disease or death of any employee of the Operator:

(i) Bodily-injury liability:

For injury to or wrongful death to one person:	$1,000,000.00
For injuries to or wrongful death to more than one person in any one occurrence:	$20,000,000.00
For Aggregate Products-Completed Operations:	$20,000,000.00

(ii) Property damage liability:

For all damages arising out of injury to or destruction of property (including the System) in any one occurrence:	$40,000,000.00

2. Workmen's Compensation Insurance and Employer's Liability Insurance in limits not less than $300,000 for each occurrence and covering the liability of the Operator as an employer under the Workmen's Compensation Act of the State of New Jersey and covering all of the liability of the Operator as an employer,

The Operator shall obtain and throughout the effective term of this Agreement maintain and pay the costs of a policy of fire and extended coverage.

The Operator shall, during the effective period of this Agreement, also obtain and maintain in effect in its own name a policy of Inland Marine Legal Liability Insurance to the full insurable value covering fuel owned by others in the care, custody and control of the Operator. Each of the policies aforesaid shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(c) Certification of such insurance shall be evidenced in accordance with the provisions of the first paragraph of Article VIII thereof appearing on page 16.

Article XIV. Assignment

The Operator covenants and agrees that it will not sell, transfer, assign, mortgage or pledge this Agreement or any part thereof, or any rights created hereby. The Operator further covenants and agrees that the rights granted to it and the obligations imposed upon it by this Agreement shall be exercised only through the medium of its officers and employees.

Article XV. Garbage Removal

The Operator shall be responsible for the removal from the Airport of all garbage, debris and other waste materials (whether solid or liquid and including therein without limitation thereto all aviation fuel or other petroleum products condemned as unsuitable for aviation use, whether removed from aircraft or of other vehicles) arising out of its operations hereunder. Any such material which may be temporarily stored in the open shall be kept in suitable waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and in any case to be designed so as to safely contain the waste material placed therein by the Operator. The Operator shall use extreme care when effecting removal of all such material, and shall in no event make use of any facilities or equipment of the Port Authority except with its prior written consent. No such material shall be thrown or discharged upon any ground area of the Airport or upon any waters within or bounding the Airport except with the prior written consent of the Port Authority, which shall include a designation of ground area or waters to be used.

The Operator shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the sewerage or garbage systems, fire-alarm system, sprinkler system, fire-hydrant or hoses, installed or located in any area or areas on the Air-

Article XVI. Notices

Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party hereto shall be in writing and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Operator shall insert herein an office within the Port of New York District and an officer or representative thereof whose regular place of business is at such office and upon whom notices and requests may be served. Until further notice, the Port Authority hereby designates its Executive Director and the Operator designates
the person holding the office of
of its Company, as their officers upon whom notices and requests may be served. The Port Authority designates its office at 111 Eighth Avenue, New York, New York 10011 and the Operator designates its office at
as their respective offices where notices and requests may be served.

Article XVII. Construction and Application of Terms

(a) The Articles, Sections 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) The terms, provisions and obligations contained in the Exhibits attached hereto, whether there set out in full or as amendments of, or supplements to provisions elsewhere in this Agreement shall have the same force and effect as if herein set forth in full.

Article XVIII. Non-Liability of Individuals

No Commissioners, directors, officers, agents or employees of either party hereto shall be charged personally or be held contractually liable by or to the other party for 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.

Article XIX. Condemnation

In any action or proceeding instituted by any governmental agency or agencies for the taking for public use of any interest in all or part of the Underground Fuel System so as to render the same unusable or inoperable in whole or to a substantial degree, or in all or part of the land upon which the Underground Fuel System is located or the taking for a public use of any interest in all or a substantial part of the Public Landing Area or the Public Ramp and Apron Area at the Airport, the Operator shall not be entitled to assert any claim to any award made or to be made therein or to institute any act or proceeding or to assert any

claim against such agency or agencies for any such taking, it being understood and agreed by the Operator that the Port Authority shall be entitled to all of the compensation or award made or to be made or paid for any such taking, agreement or any claim or right of the Operator. However, in the event of any such taking the Port Authority shall purchase from the Operator the Operator's unamortized investment in the building constructed by it hereunder and thereupon this Agreement shall cease and determine in the same manner and with the same effect as if the said date were the original date of expiration hereof.

Article XX. Labor

The Operator shall furnish such competent and adequately trained personnel as are necessary to perform the services required under this Agreement. If any such personnel do not perform the services required hereunder in a proper manner, satisfactory to the Manager of the Airport, the Operator shall remove such personnel and replace them with personnel satisfactory to the Manager within twenty-four (24) hours.

The Operator in its operations hereunder shall abide by the terms and conditions of and pay the rates of wages, and holiday, idle time, vacation, severance pay and sick leave allowances specified in the applicable collective bargaining labor agreements to which it is a party, or if it has no such agreement it shall pay at least the rates of wages and the additional compensation paid by employers of labor performing similar services under similar conditions in the New Jersey-New York metropolitan area.

The Operator 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, disturbances, disputes or controversies at the Airport which interfere or are likely to interfere with the operation of the Airport by the Port Authority or with the operations of the Airline Lessees or other users of the Airport or with the operations of the Operator under this Agreement.

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

Article XXI. Non-Discrimination

During the performance of this Agreement, the Operator agrees as follows:

(1) The Operator will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Operator will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor unions or workers' representative of the Operator's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Operator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules regulations and relevant orders of the United States Secretary of Labor.

(5) In the event of the Operator's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part.

(6) The Operator will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Operator will take

such action with respect to any subcontract or purchase order as the Port Authority may direct as a means of enforcing such provisions including sanctions for noncompliance.

In addition to the foregoing the Operator further agrees to observe and comply fully with the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto are hereby made a part of this Agreement and are binding upon the Operator and it shall not be a defense to the Operator in any action arising directly or indirectly out of such legislation and Rules and Regulations that the Port Authority may not be subject thereto.

The provisions of the preceding paragraph are for the benefit of the Attorney General of the State of New Jersey, Division on Civil Rights in the Department of Law and Public Safety of the State of New Jersey, and the Director thereof as well as for the benefit of the Port Authority and said Division and Director shall have a direct right of action against the Operator to effectuate the intent of this clause.

Article XXII. Force Majeure

Neither the Port Authority nor the Operator shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellions, sabotage or any other circumstance for which it is not responsible and which is not in its control.

Article XXIII. Termination by the Port Authority

(a) If any one or more of the following events shall occur, that is to say:

(1) The Operator 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

(2) y order or decree of court, the Operator shall be adjudged bankrupt or an order nall be made approvi a petition filed y any one of the cred tors or by any of th stockholders of the Operator seeking it reorganization, or e readjustment of its indebtedness under ne Federal Bankruptc Laws or under any law or statute of the United States or of any state thereof or

(3) petition under any rt of the Federal Bankruptcy Laws or an action under any resent or future insolvency law or statute shall be filed gainst the Operator and shall not be ismissed within thirt (30) days after the filing thereof; and

(4) The interest of the Operator under this Agreement shall be transferred to, passed to, or devolve upon by operation of law or otherwise, any other person, firm or corporation; or

(5) The Operator 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

(6) by or pursuant to, or nder authority of any legislative act, resolution or rul or any order or decree of any court or governmental power, 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 Operator and such possession or control shall continue in effect for a period of fifteen (15) days; or

(7) The Operator shall voluntarily discontinue its operations at the Airport, or after exhausting or abandoning any right of future appeal, the Operator shall be prevented for a period of irty (30) days by action of any government agency having jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of the Operator; or

(8) any lien is filed against the Fuel System Facilities because of any act or omission of the Operator and is not removed within ten (10) days; or

(9) The Operator 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 ten (10) days after the 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 Operator shall have commenced to perform whatever may be required for fulfillment within ten (10) 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 by five (5) days' notice terminate the rights of the Operator hereunder and this Agreement, 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) No waiver by the Port Authority of any default on the part of the Operator in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Operator shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

The Port Authority shall also have the right to terminate this Agreement in the event that the Fuel System or a substantial part thereof is damaged or destroyed to such an extent as to render the same unusable; or if pursuant to any governmental action or judicial order the Airport is unusable for a period of more than thirty (30) consecutive days or if the Operator fails at any time to render in a proper and safe manner the services to be furnished hereunder or if the Operator is otherwise in breach of this Agreement then the Port Authority may terminate this Agreement effective on the date specified in a notice of termination given by the Port Authority to the Operator.

If any type of strike or other labor activity is directed against the Operator at the Airport or against any operation of the Operator resulting in picketing or a boycott or work stoppage or slowdown, whether or not the same is due to the fault of the Contractor and continues for a period of twenty-four (24) hours and which labor trouble, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Airport or the operation of the Fuel System or the operations of lessees, permittees or licensees at the Airport, then, whether caused by employees of the Operator or by others, the Port Authority may at any time during the continuance thereof on twenty-four (24) hours' notice revoke this Agreement as of the time specified in the notice.

to the Operator or the Port Authority may elect to suspend this Agreement and during the period of such suspension take over the operation of the Fuel System. During the period of such suspension the Operator shall not receive nor shall the Operator be entitled to receive any part of the Operator's fueling fees.

Revocation or termination of this Agreement shall not relieve the Operator of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of such revocation or termination nor shall the Operator be deemed entitled to any compensation for the unexpired period of this contract remaining at the time of termination.

In addition to any other rights of termination hereunder, the Port Authority, at its own volition and without cause or at the request of a majority of the Airline Lessees using Passenger Terminal Building A and B shall have the right to terminate this Agreement at any time on ninety (90) days' written notice to the Operator.

For the purposes hereof the term "a majority of the Airline Lessees" shall be deemed to mean fifty percent (50%) of all Airline Lessees of Terminal Buildings A and B representing seventy-five percent (75%) of the total gallons of aviation fuel delivered into aircraft during the twelve consecutive calendar months preceding the date of such termination notice.

Upon the expiration or earlier termination or revocation of this Agreement, the Operator shall remove its equipment, materials, supplies and other personal property, except those which the Port Authority has agreed to purchase from the Operator hereunder, from the premises and the facility site. If the Operator shall fail to remove its property on or before the expiration, termination or revocation of this Agreement, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its possession and sell the same at public auction, the proceeds of which shall be applied first to the expense of removal, storage and sale, second to any sums owed by the Operator to the Port Authority, with any balance remaining to be paid to the Operator; if the expenses of such removal, storage and sale shall exceed the proceeds of the sale, the Operator shall pay such excess to the Port Authority upon demand.

Article XXIV. Miscellaneous Provisions

The Port Authority's Manager of New Jersey Airports (hereinafter called "the Manager") shall have the authority to decide all questions of fact in connection with the Operator's work

performance. The exercise by the Manager of the powers and authorities vested in him by this Article shall be final and binding on the Port Authority and on the Operator.

The Operator shall comply within twenty-four (24) hours with any oral or written request given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action. Immediate response shall be expected of the Operator's personnel for any condition or situation determined by the Manager to constitute an emergency. The Operator shall submit a written report setting forth the actions taken by the Operator with respect to any matters which the Manager may have requested the Operator to correct or remedy.

The Operator shall also furnish to the Manager and to the Claims Attorney of the Port Authority written reports of all accidents arising out of or in connection with the Operator's operations hereunder which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may require. In addition, if death or serious injury or serious property damage is caused, such accident shall be immediately reported by the Operator to the Port Authority's Manager and its Claims Attorney by telephone.

The Operator shall also report to the Port Authority's representatives as aforesaid any and all claims made against the Operator by any person which report shall be in writing.

The Operator shall provide such equipment and medical facilities as may be necessary to supply first-aid service in case of accident to its personnel or others who may be injured as a result of the operations of the Operator under this Agreement. The Operator shall maintain standing arrangements for the removal and hospital treatment of any persons so injured.

Neither the approval of the Port Authority of the methods of furnishing services required hereunder nor the failure of the Port Authority to:

(a) call attention to improper methods; or

(b) to require a change in the method of furnishing services hereunder; or

(c) to direct the Operator; or

(d) to take any particular precautions; or

(e) to refrain from doing any particular thing;

shall relieve the Operator of its liability for injury to or death of any persons and the Operator hereby specifically releases and agrees to hold the Port Authority harmless from any and all damages resulting from such injuries, death or property damages.

The Operator agrees to conduct its operations hereunder in such a manner as not to endanger, unreasonably interfere with or

delay the operations or activities of any tenants or occupants or users of the Airport or users of the Fuel System and the Operator in the use thereof shall conduct its operations hereunder in a courteous, efficient and safe manner.

The Operator shall provide distinctive uniforms for its personnel, all such uniforms, identification badges, insignias, colors thereof, types and styles shall be subject to the prior and continuing approval of the Manager. The Operator's employees shall wear the uniforms and identification badges and insignias at all times and the Operator shall supply its employees with sufficient uniforms to provide a minimum of two changes per week.

In addition to any other rights granted to the Port Authority under this Agreement the Port Authority shall have the right from time to time and at any time during the term of this Agreement to withhold from any monthly payments otherwise due or payable to the Operator such sums as the Manager may deem necessary or desirable to protect the Port Authority against failure or delay in performance by the Operator of any of its obligations hereunder, without revoking or terminating this Agreement. If the payment of any amount due to the Operator shall be improperly delayed, the Port Authority shall pay the Operator interest thereon at the rate of 5% per annum for the period of the delay which interest payment shall be in lieu of and in liquidation of any damages to the Operator because of such delay.

The Operator represents and warrants that it is financially solvent and meets all of the qualification tests set forth in the Information for Bidders herein and that it is competent to perform the type of work required hereunder; that the facts stated or shown in any and all papers accompanying this proposal and all certifications made by it pursuant hereto are true, and; if the Operator is a corporation that is authorized to do the type of work required hereunder and is qualified to do business in the State of New Jersey; and it is familiar with all applicable laws, ordinances and regulations, if any, which may in any way affect the services to be rendered by the Operator; that it has carefully examined and studied all the terms and provisions of this Agreement and that it will take all of the necessary safeguards and precautions required

under any local, county state or federal regulations and laws and shall comply fully with the standards and requirements of the Petroleum Industry.

Article XXV. Definitions

The following terms as used in this Agreement shall, unless the context requires otherwise, have the respective meanings given below:

(a) "Airport" shall mean the lands and premises principally in the County of Essex and partially in the County of Union, in the State of New Jersey, which are westerly of the right-of-way of the Central Railroad of New Jersey, the portion of the Airport lying within the City of Newark, County of Essex, State of New Jersey is that shown upon the exhibit attached to the agreement by the City of Newark and the Port Authority, said exhibit being marked "Exhibit A" as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of Terminal Area in City of Newark" and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for terminal purposes.

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

(c) "Agreement" shall mean this agreement or contract including the Information for Bidders, the Proposal and the Exhibits either attached hereto or incorporated herein by reference.

(d) "General Manager of New Jersey Airports" 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 Manager by this Agreement but until further notice from the Port Authority to the Operator it shall mean the Port Authority's General Manager of New Jersey Airports, or his duly designated representative or representatives.

(e) "Gate Positions" shall mean the gate positions surrounding and abutting the flight stations attached to and forming a part of Passenger Terminal Building A and B.

(f) "Taxiways" shall mean the portion of the Airport used for the purposes of the ground movement of Aircraft to, from and between the runways, the public ramp and apron area, the aircraft parking and storage space, the maneuvering areas and other portions of the Airport.

(g) "Airline Lessee" shall mean an Airline Operator having a lease or sub-lease for space in one of the Passenger Terminals designated A or B and being entitled thereby to the use of one or more Gate Positions under such Agreement of Lease or sub-lease.

(h) "Airline Users" shall mean and include Airline Lessees, Airline sublessees, non-lessee Airlines, including Scheduled and non-Scheduled Airlines using the Facilities of Newark International Airport.

(i) "Airline Customers" shall mean Airline Operators obtaining aviation fuel supplies from Aviation Fuel Suppliers at Newark International Airport.

(j) "Public Ramp and Apron Area" shall mean the area adjacent to the public landing area designated and made available from time to time by the Port Authority for the common use for the loading or unloading of passengers or cargo on or from aircraft using the public landing area or for the servicing of such aircraft.

(k) "Fuel Storage Permittee" or "Aviation Fuel Supplier" shall mean any person, firm or corporation, which refines or which is a wholly-owned subsidiary of a corporation which refines aviation fuel, supplies aviation fuel at the Airport and is granted a Fuel Storage Permit by the Port Authority to store said aviation fuel in storage tanks at the Airport.

(l) "Fiscal Contract Year" shall be that year commencing on the first day of the month in which actual into-plane fueling operations commence and ending on the last day of the twelfth consecutive month following such commencement date.

Article XXVI. Entire Agreement

This Agreement, including "Information for Bidders", and "Proposal" and Exhibits A-A, A, A-1, B, C, D, F, L and U 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 Operator agrees that no representations or warranties shall be binding on the Port

Authority unless expressed herein in writing.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first above written.

NOTICE TO BIDDERS:

Unless the following assurance of irrevocability is signed, the proposal submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 60 days after the date on which The Port Authority of New York and New Jersey opens this Proposal.

* ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.
CONTRACTOR

By: D.H. McCampbell

Title: President

OFFER SUBMITTED BY:

* ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC
CONTRACTOR

By: D.H. McCampbell

Title: President

Date: March 23, 1973

CONTRACTOR'S ADDRESS

2 PENN PLAZA, 25TH FLOOR
NEW YORK, N.Y. 10001

(* insert company name, signature, and title in both places)

OFFER ACCEPTED:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: [illegible]

Title: DIRECTOR [illegible]

Date: [illegible]

APPROVED AS TO FORM

Patrick J. Falvey
General Counsel

By: [illegible]

Date: [illegible]

CORPORATE SEAL

EXHIBIT "C"

FUEL SYSTEM

AIRCRAFT FUELING PROCEDURES

SECTION	DESCRIPTION
I	Aircraft Fueling Procedures
II	Refueling Equipment Specifications
III	Refueler Vehicle Servicing
IV	Bulk Storage Area Maintenance
V	Pipeline Fuel Delivery to Storage Tanks in Bulk Area
VI	Bottom Loading of Fuel Tank Trucks in Bulk Area
VII	Unloading of Fuel Delivery Trucks in Bulk Area
VIII	Fuel System Distribution and Satellite Areas
IX	Electrical Systems Operation and Maintenance
X	Oil-Water Drainage and Fire Equipment Operation and Maintenance

I. Aircraft Fueling Procedures

A. The Person performing the services contemplated in the agreement (herein called the "Operator") shall perform such services and employ equipment in conformance with the provisions of this agreement and as set forth hereinafter. Insofar as the provisions of this section are or may become inconsistent with any applicable rule, regulation or order of the Federal Aviation Agency, or other Governmental Agency or official having jurisdiction, then the provisions of this section shall be modified to such extent. The Operator shall maintain full and complete records respecting the receipt, storage, and distribution of aviation fuel of the Airline, and shall make such records available to the Airline on demand during regular business hours.

B. Fueling Procedures

1. Operation of Fueling Vehicles
   a) All fueling equipment is to be maneuvered with extreme caution around Aircraft being refueled. Tank trucks or the refueling service vehicles are not to be driven between a building and an Aircraft unless instructed to do so by the authorized representative of the Airline.
   b) Tank trucks or refueler service vehicles are to be positioned by Aircraft so that in any emergency, they may be removed immediately without having to be backed up or do any unnecessary maneuvering. Tank trucks are to remain at maximum hose distance from the Aircraft, whenever possible.
   c) Fueling vehicles should be kept clear of Airline operational equipment.
   d) Fueling vehicles are not to be backed toward any Aircraft or driven under the wings of aircraft without the consent of the Airline or its authorized representatives.
   e) The driver, operator or attendant of the tank truck or refueling service vehicle shall be in attendance at the vehicle at all times when the vehicle is transferring fuel. Such an attendant shall not leave the vehicle to handle the hose upon the plane wings or conduct fueling operations unless another attendant or firewatch, familiar with vehicle operations, is in attendance and on the ground; provided, however, a single attendant may perform the filling operations and attendance of the vehicle if the fueling point is within 40 feet of the tank vehicle or refueling service vehicle and such attendant be on the ground level or a servicing platform not more than 11'-4" above the ground level. At least one person shall be assigned to each fueling position on the Aircraft, however, where a special firewatch or ground attendant, in addition to the refueler, is provided, such firewatch or attendant must be on the ground observing and within 40 feet of the Aircraft served. Such firewatch or attendant shall not serve more than two vehicles or two Aircraft under refueling at any one time.
      1) In case of fire or other emergency, the attendant is to stop pumps and when possible, disconnect the hose and remove the truck from the vicinity of the Aircraft.

2) No more than two tank trucks shall be used simultaneously to refuel one Aircraft.

f) Upon arrival of fuel truck to the Aircraft, the fuel men are to obtain written instructions convering fuel requirements and breakdown of the fuel load from the Airline's representative assigned to the particular Aircraft, i.e. B-707 type Aircraft, fuel load 8000 gal. distribution 2000 gallons in each main tank. At no time will a different grade or brand of kerosene be put into an Aircraft without the written consent of the Airline's authorized representative.

g) During fuel transfer, the refueling service vehicle or tank truck and the Aircraft are to be grounded in the following order:

1) Vehicle to ground, using one branch and clamp on the "Y" grounding cable. The attendant should affix the clamp to the grounding stake, rod or device designated for the purpose.

2) Aircraft to ground, using the other branch and clamp on the "Y" grounding cable. The attendant should affix the clamp to the appropriate grounding point or device on the Aircraft as designated by the Airline.

3) Vehicle to aircraft - bonding has been accomplished by performing 1) and 2) above. If "Y" connections are not used or supplementary ground cables to effect vehicle and aircraft grounding are used, the attendant shall effect proper bonding between aircraft and the fueling vehicle using a separate bonding cable.

h) Take out the fueling hoses.

i) Turn the meter indicator back to zero and read the totalizer.

j) For underwing refueling, place the access platform into position and secure the underwing nozzle to the fitting to make a full locking connection.

k) With respect to overwing fueling, take the hoses up the ladder onto the wing.

1) Necessary precautions shall be taken to provide complete protection to deicer boots during Aircraft fueling operations.

2) The groundman will assist the wingman, climbing the ladder with the hose, by holding the ladder firm.

3) Never drag the hose over the leading edge of the Aircraft. The wingman will hold the hose over the wing and the groundman will hold it away from the leading edge of the wing, as they move to and from the tanks.

l) The bonding of the overwing nozzle and Aircraft shall be effected using the jack plug or clamp affixed to the nozzle bonding wire. The bonding connection is to be made prior to opening the aircraft tank filler cap.
Underwing refueling nozzles require no bonding connection unless the Airline specifically requires such connection or when the construction of the underwing nozzles is such as to create a fully insulated rather than metal-to-metal connection.

m) Start fuel flow after checking connections for tightness, operating conditions and any special conditions ordered by the Airline are completed.

n) During overwing refueling, the nozzle attendant will hold the nozzle open and be alert and be ready to shut down in an emergency. Underwing refueling requires the same alertness to emergency conditions. Under no circumstances shall a product control operating lever on the nozzle or any "dead man" type control equipment be wedged, blocked, tied or secured in a position so as to nullify the desired safety feature.

o) When the required amount of fuel has been loaded, the fuel flow will be stopped. The wingman will then check and see if the tank has enough fuel. The wingman will use a stick prescribed for the Aircraft being fuel, commonly called a "dip stick". In the alternate, the Airline representative will report by using the fuel gauges of the Aircraft.

p) The nozzle attendant shall remove the nozzle from the filler opening, replace the filler cap and then disconnect the bonding clamps.

q) The procedures listed in this category B shall be followed for each tank being fueled.

r) After fueling is complete and filler cap in place, the attendant shall remove hose, reel on the vehicle, remove any ladders, platforms or steps, used in the operation, disconnect the Aircraft to ground, truck to ground, and Aircraft to truck grounding and bonding connections, removing the ground clamp last, rewinding them on their respective reels.

s) Take the final meter reading, calculating the fuel dispensed. The last four numbers of the totalizer are the finished meter readings, the difference between the starting meter readings and the finished readings are the number of gallons delivered.

t) Complete and have signed all invoices, delivery slips and reports necessary.

u) Remove the truck from the vicinity of the Aircraft.

v) Under no circumstances shall any Aircraft be fueled when open flames, smoking or other hazardous conditions prevail within 50 feet of such Aircraft or the fueling truck servicing such Aircraft.

2. No fueling or defueling shall be done dueing electrical storms unless written permission is obtained from the authorized Airline representative. When fueling or defueling under these measures, all available fire protection measures shall be taken.

3. When fueling is accomplished at night, adequate lights shall be provided to insure proper servicing. Flashlights used shall be of the type approved by the Underwriters' Laboratories for use in Hazardous Locations, Class I, Group D.

4. Fueling (and defueling) shall always be done out of doors, never inside the hangars. Fueling may be done in outdoor nose docks if authorized by the Airline and all other conditions to fueling are fulfilled.

5. No matches other than safety matches shall be carried on the person at any time during fueling operations. Upper front pockets of uniforms shall be removed or sewn across.

6. Fueling trucks shall be checked for water daily and after each

refilling prior to fueling Aircraft. A record shall be kept of each check.

7. Frequent inspections of tank trucks and refueling service vehicles for leaks in tanks, piping or equipment, defective dome cover gaskets, defective fusible fittings, gauges, controls and other equipment shall be made and proper repairs accomplished.

8. The bayonet screens in the hose nozzles shall be inspected once daily. An appropriate record shall be maintained.

9. In case of rain during fueling operations, a waterproof cover shall be held over the tank opening to prevent water from entering the tank.

10. When a fuel spill occurs, fuel flow shall be shut off immediately. If spill is excessive the Airline shall be notified. The fuel spills shall be absorbed, cleaned up and removed prior to aircraft engine operation or vehicle engine operation.

11. Fuel men will not wear boots or shoes which have nails in their soles liable to cause sparking or damage to wing surface.

II. Refueling Equipment Specifications

A. The Operator's equipment shall conform with The Port Authority "Rules and Regulations with Respect to Tank Vehicles Engaged in Fuel Handling At Air Terminals" and "Rules and Regulations with Respect to Highway Vehicles in Use At Air Terminals" including the following minimum requirements.

1. Two fully charged 15 pound CO_2 fire extinguishers, or their equivalent, are to be on each unit on a location easily accessible in case of fire.

2. Batteries are to be enclosed in metal or wooded containers, and all battery caps shall be inspected periodically.

3. All units having pumping engines shall be equipped with an approved carburetor flame arrester.

4. All units having pumping engines shall be equipped with approved spark arresters for exhaust system.

5. Units shall have emergency shut off switches to shut off the engines located away from the pumping compartment in an accessible place prefereably in the front of the trailer or fuel truck and plainly marked.

6. Fusible links shall be located on tank trucks so that when a fire occurs, the heat will break them and enable the internal tank valves to close, thus stopping the flow of product to the pumps.

7. Units must have sufficient lighting for night operation.
   a) Lights in pumping compartments
   b) Headlights
   c) Parking lights

d) Stop lights
e) Suitable red and amber running lights.

8. Truck shall be equipped with suitable brakes.
   a) Tank truck shall have four-wheel brakes.
   b) Semi-tractor trailer units shall have four-wheel brakes on the tractor, and at least one brake on each wheel of the trailer.
   c) All units shall have emergency brakes.

9. Fueling units shall be equipped with fuel dispensing hoses, which shall be approved aviation refueling hoses.

10. All units shall be equipped with grounding wires.
   a) Two 50 foot lengths of grounding wire, one end attached permanently to the truck, and the other end to be provided with an alligator clip.
   b) One 25 foot length of grounding wire with an alligator clip on each end shall be carried as a spare in each unit.
   c) All grounding wires, connections and alligator clips shall be kept clean and in good repair.

11. Each unit shall be equipped with two approved aviation fueling nozzles to be equipped with the following:
   a) Nozzle bayonet screen, 100 mesh wire.
   b) Place spouts.
   c) Nozzle static ground wire not less than four feet long with one end permanently attached to the nozzle and the other end equipped with a grounding jack plug and a small alligator clip.
   d) No flow regulating notches shall be attached to the trigger guards of any nozzle.

12. All fueling units must be equipped with a micrometric type filter, capable of removing all sediment down to 5 microns, and any water. When the inlet and outlet pressure differential of the filter exceeds the filter manufacturer's tolerance or specification limits the filters shall be removed and new elements installed.

13. Each fuel truck shall be equipped with a suitable type of ladder.

14. All engine exhaust extensions shall terminate away from the tank compartments.

15. All electric wiring subject to product spillage must be enclosed in copper or aluminum tubing and be sealed against any possible fuel leaks. Clean permanent connections are to be maintained.

16. All equipment is to be lettered showing the brand and grade of fuel being carried within.

17. All fuel dispensing apparatus shall be kept in good mechanical condition and free of fuel leaks, with all electrical wire, terminals and batteries well protected. The brakes on all fuel truck equipment must be checked daily.

18. On all fuel trucks or carts, the tanks, pumps and chassis are to be properly electrically bonded.

19. Good housekeeping will be practiced at all times. All units are to be kept as clean as possible, including engine and hose compartments to minimize the fire hazard.

20. Only non-static belts shall be installed on fuel trucks having belt-driven pumps.

III. Refueler Vehicle Servicing

The following instructions are intended to outline required services at Satellite ramp by the Operator or his refueler mechanic for hydrant carts which connect between fuel hydrant valves and the Aircraft.

A. The following settings and adjustments are standard and should be observed constantly when refueling Aircraft.

1. Rate of Flow Control Pilot. This control is set to limit fuel flow to a 1200 gpm maximum regardless of pressure. Set the top deck hoses to their minimum back pressure.

2. Pressure Relief Valves. Discharges to educator tank and is set to 137 psi.

3. Air Reference Pressure Gages. The cart pressure control valve system is set back 9 psi. The hydrant pressure control valve system is set back 16 psi.

4. Air Reference Regulators. The cart air reference should be 43 psi and the hydrant air reference should be 40 psi, both per the adjusted air pressure gages.

5. Fuel Pressure Controls. These are adjusted at either 600 gpm or 1000 gpm so that sensed pressure equals the nozzle pressure flowing through the top deck hoses. Do not use reel hoses when setting the controls

6. Surge Suppressor Precharge. Set at 90 psi upstream, and 55 psi downstream.

7. Fuel Delivery Pressure Gages. These should be calibrated against a master gage, with a tolerance equal to ± ½psi at 50 psi.

8. Governed Air Pressure. This should be 90 psi minimum, and 115 psi maximum.

B. Service Points. The following items should be checked as required.

1. Air Compressor Oil Level.

2. Eductor Block Valve Air Cylinder. Should be kept clean and oiled.

3. Eductor Tank Drain. It is possible to drain the eductor tank externally. This may be required due to overfilling and excessive pressure.

4. Sample Connection. A shut off valve and sampling connection is provided in the fuel discharge piping.

5. Vacuum Breaker on Air Eliminator. In order to facilitate draining of the filter separator tank for maintenance, the vacuum breaker is provided in the alternate port of the Liquid Controls air eliminator.

6. Strainer. The 40 mesh cone strainer clamped inside the flanges between the hose reel and the cart pressure control valve, is used to protect the control valve against failure (due to contaminants). This strainer may be clogged frequently during start up of a new system. Pressure connections are provided for hooking up temporary gages in order to monitor the strainer differential pressure if this condition exists.

C. Other items to be checked by the operator are:

1. Air Compressor Alcohol Evaporator. In freezing or near-freezing weather it is important that the alcohol cup on the alcohol evaporator be filled daily or as required. Ice in the air control lines will prevent operation of the hydrant carts.

2. Air Tank Drains. Each air tank and the air filter has a drain. In humid conditions, it is important that these drains be opened frequently to eliminate any moisture that may collect.

3. Filter/Separator Sump Drain. The filter sump drain valve should be opened at least daily to eliminate any accumulated moisture in the fuel and to check for water.

4. Air Eliminator Visigage. The visigage is provided to verify that fuel is not being passed by the air eliminator. It should be full but not rotate. It will spin when air is released for any reason, such as at start up after maintenance.

5. Circuit Breakers. Circuit breakers are provided under the hood, on the firewall. They protect electric motor circuits.

IV. Bulk Storage Area Maintenance

A. Water Checks

1. Check for operation of automatic water drain controls on the filter separators daily. Drain water from those units suspected of malfunctioning and contact manufacturer immediately for service. During winter months, check operation of electric drain heaters daily. Check power supply to heaters with portable voltmeter-wattmeter weekly.

2. Check and drain out water from storage tanks every other day.

3. Record and file all findings on water hecks.

B. Contamination.

1. In the event kerosenes of a different grade become inadvertently intermingled in a storage tank or the fuel in any such tank becomes contaminated from any cause, necessary action shall be taken with the fuel supplier to remedy this situation and no fuel shall be dispensed into any Aircraft from any such tank until such intermingling or contamination has been rectified.

C. Maintenance of Storage Tanks, Transfer Stations and Truck Islands

1. Grease and oil all valve operators storage tanks monthly.

2. Check for possible leaks on pumps, valves, separators and filters daily.

3. Transfer Pump Motor Lubrication. Each pump motor contains two oil level sight indicators, one for the upper bearing and one for the lower bearing. Oxidation corrosion inhibited turbine oil having a viscosity recommended by the motor manufacturers shall only be used. A motor is filled at standstill until the oil level is 1/8" below center of sight gage. It is required that the oil be changed twice yearly, depending on service conditions.

4. Filter/Separator Maintenance
   a) Only non-sparking tools shall be used when performing any maintenance or service work on the filter/separators or adjacent equipement.
   b) Filter/separator elements shall be replaced for any one of the following:
      1) Maximum of two years' service life.
      2) Filter/separator differential pressure exceeds manufacturer's recommended limits. Check differential pressure daily and record readings on forms.
      3) Unacceptable Millipore test. Conduct a millipore check on a monthly basis and maintain records for one year.
      4) Surfactant contamination and/or biological contamination.
      5) Unacceptable single element test result after one year.
   c) The Operator shall conduct the single element tests after elements have been in service 12 months. Extension of the elements will be dependent on the results of the test. Suitable records of these tests shall be maintained for a minimum of three years. The Operator shall furnish a test stand approved by the Port Authority and shall provide personnel trained to perform filter/separator element tests and interpret results.
   d) Be sure to turn off electric immersion heaters before draining units. Because of the toxic effects of some of the additives used in liquid hydrocrabon products, care shall be exercised in handling all parts that have been in contact with the fuel.

e) When replacing cartridge elements, make sure that coalescar stockings are included and secured with tie-down strings.
f) Adequate fire fighting equipment shall be provided at the filter/separator operating area at all times when performing any maintenance or service work on a filter/separator.
g) When the system is started and blocking valves are opened, care must be exercised to prevent both hydraulic hammer in the filter/separator unit and related piping and possible static charge burn-up of cartridge elements.

5. Check calibration of the flow transmitters at the pump transfer stations weekly. During winter months, remove top cover and check operation of heater to prevent freeze-up of instrument.

6. Check operation of control valves at pump transfer stations and truck island weekly.

7. Check operation of tank gauging mechanism and all necessary controls, alarms and indications. Take any action necessary for maintaining proper performance of the Supervisory Control Console located in the Control Room.

8. See "Electrical System Operation and Maintenance", Section IX, for services to be performed on all electrical devices at Storage Tanks, Transfer Stations and Truck Islands.

9. Keep all tanks and surrounding area clean of foreign matter, as to paper, rags, wild grass, etc.

10. Paint all metal parts such as valves, pumps, filter/separators and lines above ground when necessary, so as to prevent corrosion of metal.

D. Maintenance of Control House

1. Paint and make necessary repairs when needed.

2. Maintain heaters and accessories in good working order.

3. Keep all rooms of the Control House free of inflammables.

4. See "Electrical Systems Operations and Maintenance", Section IX, for services to be performed on all electrical equipment.

5. See "Fire Equipment Operations and Maintenance", Section X, for services to be performed on the fire water and foam systems in the foam room.

V. Pipeline Fuel Delivery to Storage Tanks in the Bulk Area.

A common-carrier pipeline terminal site for fuel deliveries is adjacent to the Port Authority bulk storage facilities. Segregated fuel product will enter the terminal site via an 8-inch pipeline and through a combination of valves, will enter a manifold for distribution to the bulk areas 12-inch tank fill lines. An inlet valve

at the input to each bulk area fill line is provided at the terminal site. The following services shall be performed by the Operator for the pipeline fuel deliveries.

1. Each tank is a tank gauging mechanism which upon demand, transmits an accurate fuel level reading of the selected tank for pictorial display on the Control Console located in the Control Room.

2. The quantity of fuel to be delivered shall be determined by the Operator by automatic logging of the status of each storage tank along with date and time of reading. When the logger is not in operation, the tanks shall be gauged manually by taking readings locally on each tank gauge head provided.

3. User needs shall be determined after gauging all tanks be calculating the amount of fuel by brand that each user can accept. A filling priority shall be established, the user with the highest percentage of emptiness becomes priority number one.

4. When the necessary contacts have been made between Operator personnel and the pipeline terminal Control House and the proper storage tank has been designated, the motor-operated tank fill valve shall be opened. This action will automatically transmit a signal to the terminal site which tells them to pump fuel.

5. The Operator shall keep constant vigil on receiving of fuel in storage tanks. If the fuel in the tank goes beyond the maximum allowable level, alarms will be displayed on the Control Console in the form of flashing light and buzzer and the fill valve will automatically close. Pushbuttons at the console are provided for remote control of the motor-operated fill valve. If both automatic and manual actuation fails to close the fill valve, the Operator shall immediately go to the tank and use the manual gear operator to close.

6. If the level of fuel in that tank is below a certain minimum point, a signal will automatically tell the terminal site to pump fuel at a slow rate. Velocity in the bulk area 12-inch tank fill line shall be observed by the Operator and if the terminal site does not control the flow rate at a maximum of 1000 gallons per minute, the Operator shall immediately close the tank fill valve either remotely or locally as discussed previously.

7. A crash-button installed in the Control Room shall be activated when the pipeline delivery does not stop flow after the high level alarm grounds on the storage tanks being filled.

8. At the conclusion of tank filling gauge tanks for water, volume and temperature.

9. Close all tank valves.

10. Take samples of fuel when requested by airlines and/or oil companies and perform required laboratory tests or send samples to an independent laboratory.

VI. Bottom Loading of Fuel Tank Trucks in Bulk Area

Fuel will be transmitted through the transfer pumps to each one of the eight truck loading islands. Each pipe will be terminated at the island by a solenoid operated valve. This valve will be hydraulically and electrically operated. By means of a bottom loading arm assembly and disconnect coupler, the Operator shall connect to the truck tank. He shall operate a local key switch which will electrically activate the solenoid valve. This together with the fuel head pressure in the pipe will open the valve and release fuel into the tank. Adjacent to each key switch there will be an emergency shut-down button. Actuation of any one of these shut-down buttons will close all the valves in the eight islands and will activate an alarm at the console.

The following procedures shall be performed at the truck loading islands:

1. Shut off motors on all fuel trucks to be loaded and keep other trucks or vehicles away from the immediate vicinity. When fuel trucks are in line waiting to be loaded, the fuel truck next in line to the one at the loading rack shall be at least 25 feet away and shall also have its motor stopped.

2. Do not leave dome unattended while fuel is flowing into compartment.

3. Avoid contamination during loading.

4. Fuel in storage longest shall, whenever possible, be moved out first.

5. Inspect fuel truck compartments for foreign matter before loading. Clean and rinse compartments with small quantity of product to be loaded unless compartment has previously held same product.

6. Maintain control by "Topping Off" or reducing rate of filling as fuel nears top of compartment.

7. Use dome covers to prevent contamination of truck compartment.

8. Never wedge or tie open loading valve. One man shall be stationed at the loading island to prevent any spillage and to be available for any emergency.

9. After filling of fuel truck:

   a) Gauge contents of fuel truck and inspect for leaks.
   b) Make sure dome cover is properly closed.
   c) Before releasing truck check for water or sediment and drain if necessary.

10. To prevent interruption in servicing planes make sure fuel truck is filled as soon as possible after being used.

11. Record meter readings where necessary before and after loading.

12. Enter on "Truck Sheet", the amount of fuel pumped into fuel truck after each loading.

VII. Unloading of Fuel Delivery Trucks in Bulk Area

Alternately, the fuel storage tanks may be filled via trucks. A fuel inlet provided will lead into a "truck unloading" pump which in turn will lead into the tank through its fill valve. The following procedures shall be performed at the truck unloading islands:

1. Adhere to precautions for vehicle as stated previously for bottom loading of tank trucks.

2. Determine the amount of fuel to be pumped from the tank truck.

3. Determine the present fuel level in the bulk storage tank. Do not discharge fuel into the storage tank if its high level has been reached.

4. Test the fuel level alarm panel in the bulk storage control room for proper operation.

5. Place the tank fill valve position indicator switch in the "on" position. The "power on" indicating light should illuminate.

6. Open the inlet valve of the storage tank which is to receive the fuel. Its valve position indicator in the bulk area Control Room should now light up to show a "tank open" condition.

7. Connect the truck unloading hoses at the island to the delivery truck unloading connection.

8. Bond the delivery truck and the unloading connection.

9. Open the unloading connection gate valve and delivery truck discharge valve.

10. Turn on a key switch which will start the truck unloading pump and initiate tank filling.

11. A flashing light shall go on and off to indicate that the pump is running. Adjacent to each key switch there shall be an emergency pushbutton. Actuation of any pushbutton shall stop all the truck unloading pumps and operate an alarm at the Control Console.

VIII. Fuel System Distribution and Satellite Areas

The Operator shall perform such services and employ personnel to attend to these services which are necessary for the transmission of fuel from Storage Tanks to the point of utilization. A Control Console located at the Control Room will be under the supervision of the Operator. The console will display all the necessary information which is required for the Operator to be constantly and fully informed as to the status of each phase of fuel distribution from fuel storage to nine satellite areas. The console contains all necessary controls to enable the Operator to take action necessary for maintaining proper performance of as many as eleven fuel transfer systems. A brief operational description of each phase of fuel distribution is as follows:

A. Bulk Area Fuel Storage

1. Each one of the eleven fuel systems has associated with it, one or more tanks of fuel storage.

2. Each tank has a tank gauging mechanism which upon demand, will transmit an accurate fuel level reading of the selected tank for pictorial display on the console. Furthermore, the Operator shall have this information automatically logged along with date and time of reading.

3. Each tank has a fill valve and a suction valve. These valves are to be motor operated and remotely controlled by pushbuttons at the console. The fill valve and suction valve of each tank are to be electrically interlocked such that only one of the two can be opened at a time.

4. An alarm will be displayed on the console under any one of these conditions:

   a) Tank fuel level too high
   b) Tank fuel level too low
   c) Fill valve or suction valve failure

   This alarm will be in the form of a flashing light and a buzzer.

5. Furthermore, if the fuel in the tank goes beyond the maximum allowable level, the fill valve will automatically close. Also if the fuel in the tank goes below the minimum allowable level, the suction valve will close automatically.

B. Fuel Transfer From Storage Tanks to Distribution Mains

1. Each one of the eleven fuel systems has pumps whose purpose is to transfer fuel from the tanks to the satellites and to the truck loading islands, via underground distribution mains.

2. The operation of these pumps will depend on the fuel demand. The first pump will sense pressure upon the initial demand. As the fuel demand increases, the other pumps will start running automatically in sequency by sensing the flow demand. If any pump fails to run, another pump in the system will run in its place. The controlling nucleous of these transfer pumps is the Sequence Control Cabinet located in a room adjacent to the Control Console.

3. Concurrently, full and detailed information regarding the status of each pump will be displayed on the console. At lease one flashing light and a buzzer will operate on the console when an abnormal condition exists.

4. Each one of the eleven systems has located at the transfer pumps a meter that will sense the rate of flow of the fuel in that system. This information will be transmitted to the Console where it will be automatically recorded on a chart. This information shall also be used to: 1) automatically control the transfer pumps through the Sequence Control Cabinet, or 2) manually operate transfer pumps at the Control Console.

5. Each one of the eleven systems has located at the transfer pumps a turbidity meter that will send information to the console regarding the fuel contamination. This information will be automatically recorded on chart. If the degree of contamination reaches the maximum allowable, an alarm will be displayed at the console that will alert the Operator regarding this condition.

C. Fuel Selection Area

1. Each one of the nine satellite areas will receive fuel through two fuel lines. All eleven fuel system pipes and all eighteen satellite pipes converge into one location called the Fuel Selection Area.

2. At the input side of each one of the two satellite fuel lines, there is a combination pressure-balancing control valve that is electrically and hydraulically operated. Another function of the control valve is to stop transfer of fuel under emergency conditions. There are emergency pushbuttons located at regular intervals around each satellite. In case of an emergency, actuation of any one of these pushbuttons will shut both valves serving that satellite. Furthermore, if any one of these control valves fails to close under emergency conditions, the transfer pumps corresponding to the valves will stop and thus, halt any further fuel flow.

3. The grade of fuel in each one of the eleven systems may vary. Similarly, the grade of fuel which is fed to any particular satellite may vary. Accordingly, a reasonably flexible method of transferring any satellite fuel pipe from a system with grade A fuel to another system with grade B fuel has been incorporated. Mechanically, this transfer can be achieved by removing certain pipe fittings (in order to disconnect a satellite pipe from one system), and replacing them with other fittings (in order to connect the satellite pipe to another system).

4. Since each satellite pipe has to be electrically linked to the fuel system that it is connected to, an electrical modification has to take place before the transfer from one fuel system to another becomes complete. This electrical modification shall be accomplished by simply opening some switches (key operated) and closing others. These switches are located in the Control Room (in the Master Terminal and Relay Closure).

D. Satellite Area

1. The two fuel lines terminating at each satellite area supply fuel to approximately 36 hydrant valve installations at the Airlines Terminal for aircraft fueling. The fuel hydrant valves are grouped into two zones at each satellite such that if fire or other emergency conditions occur, fuel supply to the hydrants can be shut-off and a local and remote alarm signalling system will be set into motion.

2. In addition, surge suppressors are installed on the two fuel lines at each satellite area. They are similarly connected to alarms which annunciate when the pressure of nitrogen gas in the surge chamber fall to 110 psig.

3. In the remote location (Bulk Area Control Room), the fuel shut-off and suppressor alarms are annunciated via leased telephone lines. It is these alarms which shuts down fuel supply by closing the control valves serving the satellite affected at the Fuel Selection Area. If the valves fail to close in a preset time, the alarm condition continues and transfer pumps in the fuel system serving the satellite affected will be shut down.

4. A complete system of emergency fuel shut-off stations is installed for each fire zone of each satellite area. Each station consists of manual, non-coded, pull-down lever-type fire alarm mounted within a weather-proof case, which has the words "Emergency Fuel Shut-Off" cast in the door.

5. A surge suppressor failure indication rack is installed in the vicinity of each group of surge suppressors at the satellites. Each failure indication unit consists of a pressure switch, holding relay, and a combination failure indication light and push-button reset switch.

IX. Electrical Systems Operation and Maintenance

A. General

All electrical equipment must be protected by proper maintenance, inspection and testing. The most important considerations involved for operation and maintenance of the electrical systems are as follows:

1. Insulation - Close attention should be paid to the maintenance of high insulation resistance. Visual and physical inspection plus periodic resistance testing of insulating materials is essential. The two most important tests are meggering and testing of insulation. At any time that electric insulation deteriorates, or breaks down, to a point at or below established standards, corrective action must be taken immediately to prevent damage to equipment.

2. Grounding - All non-current carrying metal parts of electrical equipment must be properly grounded in conformity with governing electrical codes.

3. Lubrication - Correct lubrication is essential for proper operation of any equipment. The types of lubricant and the frequency of lubrication are dependent upon speed of moving parts, hours of service in operation, possibility of lubricant contamination, temperature and method of application of lubricant. Personnel required to perform any of the lubrication duties indicated shall be familiar with the types and methods of lubrication which apply to the particular equipment being serviced.

4. Cleaning - Dirt and dust are detrimental to all electrical equipment and the ordinary rules of good housekeeping for industrial installations should determine the frequency and thoroughness of such cleaning.

5. Mechanical Movement - Established periodic inspection of freedom or limitation of movement are necessary. Shafting, bearing positions, pivot points, applied pressure and tensions, alignments, imposed loads, and duration and frequency of operation are all to be considered when making such inspections.

6. Dampness and Corrosion - Since dampness cannot always be eliminated and it is difficult to control, frequent inspections shall be made of exposed parts of electrical equipment to determine the need for removal of corrosion and the application of proper protective coatings. Even though electrical equipment may be installed in water tight housing, it is necessary to make periodic inspections for moisture inside the housings. Such moisture might be caused by leakage or condensation.

7. Overheating - Excessive heating may be caused by overloads, over-voltage, under-voltage, mechanical defects, frequent energizing, inadequate ventilation, and insufficient coolant.

8. Arcing - Arcing or sparking should be minimized because of the destructive effects on contact surfaces and insulations. Normal arcing is found in switches, contactors, slip rings, and air circuit breakers.

B. Specific Maintenance Procedures

Besides the general schedule of maintenance broadly discussed above, each important electrical equipment associated with the electrical systems shall have a maintenance program suited basically to its own purpose.

1. Circuit Breakers - The circuit breakers used in this installation are of various types resulting in different kinds of operational procedures. However, the maintenance schedule checks similar components of circuit breakers such as contacts, mechanisms of operation, operating coils, and general secureness of the circuit breaker in its cubicle. The electrical contacts of the circuit breakers should be inspected once every six months to see that they are not excessively worn out or pitted. If the contacts indicate such a condition, the contact surfaces should be cleaned either by filing or by emery paper. A thorough check of the operating mechanisms should be carried out once every six months. The operating coils should be checked for insulation resistance and operation.

2. Motor Controllers - The motor controllers for these low tension 440 volt pump-motors are magnetic starters. For quiet and reliable operation, the mating surfaces of the magnets should be kept clean. The silver alloy contacts need only be replaced when nearly all of the tip material is gone. Compare a used contact with a new one to determine how much tip life remains. Filing or otherwise dressing the contacts simply reduces the contact life by wasting the silver alloy.

3. Motors - The temperature of the motor windings should be checked by placing the hand on the laminations of the motor. A motor is too hot when the bare hand can no longer be held against the laminations. Check for any unusual odor, overheated insulation can easily be detected by its odor or by smoke coming from the windings. When any such defects is noted stop the motor immediately by depressing the emergency STOP pushbutton located on the side of motor and designated as LOCK STOP.

X. Oil-Water Drainage and Fire Equipment Operation and Maintenance

A. Oil-Water Drainage

1. The 24 fuel storage tanks are the vertical type with covered floating roof and each of these tanks is surrounded by a steel dike which forms impounding areas. The impounding areas are sized to retain 110% of the fuel volume of each tank. The following procedures shall be performed by the Operator for drainage of these areas:

   a) If there is a tank spill the fuel is to be pumped into tank trucks and disposed of as determined by the Operator.

b) Each impounding area has an individual, post indicator valved, storm drain which is to be opened only after spilled fuel is pumped into the tank trucks. The residual fuel is to be flushed into the sewer system which passes through an oil-water separator before emptying into the Peripheral Ditch.

c) The post indicator valves should be opened after heavy precipitation. One valve should be opened at a time, on a schedule, to permit optimum operation of the oil-water separator.

d) After the drainage operation for any one of the tanks is completed, the post indicator valve should be left in the closed position.

2. An oil-water separator working on the principle of gravitation is installed to efficiently separate oil and grease from water. The Operator shall perform all necessary maintenance for proper performance of the unit which is to provide a water effluent fully complying with all Local, State and Federal regulations for prevention of stream pollution.

B. Fire Equipment

1. The fire protection system to be operated and maintained by the Operator consists of duplex high pressure fire pumps, a fire water hydrant system and a foam hydrant system with connections to a foam maker on each fuel storage tank.

2. Water pressure for both the fire hydrant system and the foam generation system will be provided by an electric-driven fire pump having a diesel engine driven fire pump as a stand-by unit. Both pumps will take their suction from two one-half million gallon ground level storage tanks which will be made up through either the Newark supply connection from the Terminal Area or the City of Elizabeth supply connection.

3. In an emergency in the Airport Terminal's Area, the two fire pumps will be used to reverse pump water back to Newark Airport taking suction from the storage tanks. The automatic chlorination system shall be actuated to maintain the reverse-pumped-water potable through periodic chlorination of the water in the two storage tanks.

4. The fire protection system shall be subjected to annual testing by activating the fire pumps and foam generator. The complete waterflow supervisory system shall be checked for alarm and indication of fire pump functions. The foam system shall be checked for normal operating conditions utilizing the Aer-O-Foam device. After test liquid for foam system is depleted, drain and flush the entire foam hydrant system thoroughly. Refill the foam solution tank to capacity with Aer-O-Foam liquid.

5. In addition to the above, miscellaneous maintenance procedures shall be initiated. They shall include, but not be limited to, the following:

a) Weigh all fire bottles in the Control House at regular intervals and keep record as to date.

b) Keep foam hose houses clean and see that hose is free from crinkles and in good working order, drained and free of contamination.

c) Paint foam hose houses as often as necessary.

d) Keep all fueling equipment away from foam hose houses.

EXHIBIT D
BID SHEET

Range of Annual Delivery of Into-plane Gallons (Column A)	Rate per Gallon[1] (Column B)	Weighting Factor (Column C)	Product (Col. B X Col. C)
0 to 131,999,999		1	
132,000,000 to 191,999,999		2	
192,000,000 to 251,999,999		4	
252,000,000 to 311,999,999		5	
312,000,000 to 371,999,999		4	
372,000,000 to 431,999,999		2	
Over 432,000,000		1	
TOTAL		19	

Average Rate per Gallon (sum total of product of Column B X Column C divided by 19)

1) Shall not include compensation for fuel truck acquisition or building construction but shall include an increment to cover compensation for caretaking duties.

Appendix A

February 25, 1972

AGREEMENT CREATING A REVIEW COUNCIL FOR CONSTRUCTION AT NEWARK AIRPORT UNDER DESIGNATED PORT AUTHORITY CONTRACTS AND UNDER CONTRACTS FOR THE CONSTRUCTION OF THE INTERIORS OF TERMINALS "A" AND "B"

WHEREAS, The Port of New York Authority, (herein called the "Port Authority"), Trans World Airlines, Inc., (herein called "TWA"), acting for itself and for and on behalf of United Air Lines, Inc. and Piedmont Aviation, Inc., the Airlines of Terminal "B" (herein called Terminal "B" Airlines), the Building Contractors Association of New Jersey and the Mechanical Contractors Association of New Jersey, (herein jointly called the "Association") and various representatives of the minority community in Newark, New Jersey (herein called the "Gateway-Newark Airport Coalition" or "Coalition"), wish to create a Review Council to facilitate the entrance of trainees, apprentices and journeymen into the construction industry in New Jersey to assist the Port Authority in the administration of the contracts designated in paragraph 19 below and other Port Authority construction contracts at Newark Airport containing an Affirmative Action Program similar to the Programs contained in said contracts, to assist TWA in the administration of contracts for the construction of the interior of Terminal "A" and to assist Terminal "B" Airlines in the administration of contracts for the construction of the interior of Terminal "B"; and

WHEREAS, various locals in the construction industry in New Jersey, the Essex County Building Trades Council and the Union County Building Trades Council have been invited to participate in such Review Council;

NOW, THEREFORE, it is hereby agreed that such Review Council is hereby created in accordance with the provisions of this Agreement.

1. The Review Council shall perform the duties and functions set forth herein.

2. The Review Council shall be composed of representatives of the groups indicated below:

Port Authority - Two representatives to be selected by the Acting Executive Director.

TWA - Two representatives to be selected by the Staff Vice President--Properti[illegible] and Facilities.

Terminal "B" Airlines - T[illegible] representatives to be selected by the Staff Vice President of Facilities of Eastern Airlines.

Association - Two representatives, one to be selected by the Building Contractors Association of New Jersey and the other to be selected by the Mechanical Contractors Association of New Jersey.

Coalition - Eight representatives to be selected by the Chairman.

Union - Two representatives, one to be selected by the Essex County Building Trades Council and the other to be selected by the Union County Building Trades Council.

The term "Union" as used herein shall refer jointly to the Essex County Building Trades Council and the Union County Building Trades Council. Although the invitation to participate has not been accepted, it is possible that the Unions may subsequently elect to participate on the Review Council and for that reason will be notified of all Review Council meetings. Therefore and notwithstanding the provisions of paragraph 8 below, at any meeting of the Review Council at which a Union representative exercises a vote, the Coalition shall be deemed authorized to exercise one additional vote for each Union vote exercised (an abstention shall not be deemed a vote).

A representative may bring observers to the Review Council meeting. It is intended that if a particular contractor's or union local's compliance is under review that particular contractor or local will be invited as an observer to Review Council meetings. These observers shall be in addition to the Contract Compliance Officers referred to in paragraph 12.

3. The Review Council meetings shall be held in open session. The Review Council may appoint such number of Committees as it deems appropriate.

4. The Review Council shall appoint a Chairman and a Vice Chairman at its first meeting.

5. The minutes of the meeting shall be kept by the Port Authority Contract Compliance Officer mentioned hereinafter in paragraph 12. These minutes shall be prepared and submitted for approval at the subsequent meeting.

6. The Review Council shall meet at Newark Airport on the first and third Wednesday of each month at 10:00 A.M.

7. At least nine representatives comprised of representatives of at least three of the groups named above must be present for the Review Council to proceed.

8. The Review Council shall take action upon vote; one vote per representative present and matters shall be determined by simple majority. The TWA and Terminal "B" Airlines shall abstain from voting on Pre-Award Review of contract documents and Contract Compliance under contracts to which they are not a party. The Coalition votes shall be deemed reduced by two votes for each party so abstaining. In the event of a tie vote on any issue, any member of the Review Council may prepare and submit a report containing his recommendations to other members of the Review Council for endorsement and transmittal to the Acting Executive Director of the Port Authority, to the Staff Vice President-- roperties and Facilities f TWA or to the Staff Vice Presi ent of Facilities of Eas cn Airlines for Terminal "B" Air ines, as appropriate.

9. Pe ons called to appear bef e the Review Council may be accompan d, represented and advis by counsel or, by other qualified epresentatives. A party s entitled to appear in person or by r with counsel or other ly qualified repre- sentatives. Wi due regard for the conv ienc or necessity of the parties or air representatives and chin a reasonable time, the Review Coun l shall proceed to concl e a matter presented to it.

10. Th Chairman may change the me and place of meetings upo reasonable notice to all epresentatives.

Except as provided in the preceding sentence, this Agreement may only be amended by a supplemental agreement executed by all the parties signatory hereto.

11. Any party hereto may effectuate its resignation from the Review Council by written notice thereof to all other parties.

12. The Port Authority, TWA and Terminal "B" Airlines (herein sometimes separately referred to as "Owner"), shall each designate a Contract Compliance Officer whose function shall be to monitor the Affirmative Action Program under the contracts of his employer. The Contract Compliance Officer shall attend all Review Council meetings and shall furnish such information and reports to the Review Council as he is required to furnish in accordance with procedures adopted by the Owner.

Pre-Award Review

13. The Review Council shall evaluate documents submitted by proposed contractors and by proposed subcontractors of successful contractors relating to the Affirmative Action Program contained in contracts for the construction of the interior of Terminals "A" and "B" and in the Port Authority contracts designated in paragraph 19 below and other Port Authority contracts for construction at Newark Airport containing an Affirmative Action Program similar to the Programs contained in said contracts. Copies of these documents will be given to the Review Council by each Owner in accordance with procedures to be adopted by such Owner.

14. After evaluating such documents, the Review Council shall promptly submit its findings and recommendations in writing to the Owner. Such findings and recommendations shall be advisory and not binding upon the Owner.

Contract Compliance

15. After award of the contracts and subcontracts within the purview of this Agreement, the Contract Compliance Officer of the Owner shall furnish such information to the Review Council as is provided for in the procedures adopted by the Owner. However, none of the findings or recommendations of the Review Council respecting the compliance efforts of the contractor or subcontractor or sanctions to be imposed against the contractor or subcontractor shall be binding upon the Owner but all such findings and recommendations shall be deemed advisory.

Minority Classification Procedures

16. The Review Council shall be responsible for developing guidelines for minority journeyman and trainee classification within the various trades.

17. The Review Council will determine the status of trainees, including their rate of pay.

18. In the event the Review Council appoints a subcommittee to classify and determine the status of trainees,

the procedures followed by the subcommittee shall be approved by the Review Council. The subcommittee shall have no authority to deviate from such procedures, except in specific instances with the approval of the Review Council.

19. The provisions of this Agreement shall apply to the following Port Authority contracts for construction at Newark Airport:

Contract Number	Title
NA-520.080	Fuel System - Satellite Piping - Terminals 1 and 2
NA-520.050	Paving and Utilities for Runway 4R-22L
NA-560.075	Terminal No. 3 - Superstructure and Elevated Roadways
NA-521.081	Terminals 1 and 2 - Pedestrian Walkways

In addition, from time to time the Port Authority will include a similar Program in certain future contracts for construction at Newark Airport. Upon receipt by the Review Council of written notification from the Port Authority that such additional contracts contain said Program, such additional contracts shall be deemed within the purview of the Review Council.

20. Except for the electrical trade, off-site training is not required for the trainees contemplated for Contracts NA-520.080 and NA-520.050, hence subject to this exception, the Review Council need only approve on-the-job training programs under Contracts NA-520.080 and NA-520.050 for such trainees.

Except as provided in the immediately preceding paragraph, trainees will not be given on-the-job training at Newark Airport until off-site training programs established or financed by parties other than the Port Authority, TWA and Terminal "B" Airlines, meeting with the approval of the Review Council become operable and available to the proposed trainees. The Review Council shall simultaneously approve on-the-job training programs and off-site training programs for the electrical trainees contemplated under Contract NA-520.050 and for trainees under all contracts within the purview of this Agreement except Contracts NA-520.080 and NA-520.050 where off-site training is not required for most trades.

Following such approval, the Compliance Officer for each Owner shall send written notice thereof to the Owner, contractors and subcontractors advising of such approval, its applicability to particular trainees, the date the trainee is to commence his employment with the contractor and the amount of the trainee's compensation. Such compensation will be determined by the Review Council as provided above and the amount thereof will be commensurate with the man's skills and experience and in the case of any Federally-assisted contract within the purview of the Agreement, will be conformable to the wage determinations of the Secretary of Labor.

21. Nothing which is contained herein shall be deemed to create any rights in any third persons.

The provisions of this Agreement cancel and supersede all prior agreements respecting a Review Council for Newark Airport, including the Agreement dated August 30, 1971 and the Amendment thereto dated September 21, 1971

IN WITNESS WHEREOF, the parties hereto have annexed their signatures hereto on counterparts hereof on the dates indicated below, all of which counterparts taken together shall constitute one instrument which shall be retained in the Office of the Secretary of the Port Authority.

THE PORT OF NEW YORK AUTHORITY

By_____

Title_____

Date_____

GATEWAY-NEWARK AIRPORT COALITION

By_____

Title_____

Date_____

BUILDING CONTRACTORS ASSOCIATION OF NEW JERSEY

By_____

Title_____

Date_____

MECHANICAL CONTRACTORS ASSOCIATION OF NEW JERSEY

By_____

Title_____

Date_____

ESSEX COUNTY BUILDING TRADES COUNCIL (if they elect to participate)

By_____

Title_____

Date_____

UNION COUNTY BUILDING TRADES COUNCIL (if they elect to participate)

By_____

Title_____

Date_____

TRANS WORLD AIRLINES, INC.

By_____

Title_____

Date_____

(Terminal "B" Airlines signatures on the next page)

EASTERN AIR LINES, INC.

By_____

Title_____

Date_____

ALLEGHENY AIRLINES, INC.

By_____

Title_____

Date_____

PAN AMERICAN AIRWAYS

By_____

Title_____

Date_____

NATIONAL AIRLINES, INC.

By_____

Title_____

Date_____

TCL—1/18/50

EXHIBIT U

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, ...

....., (a corporation organized under the laws of the State of..... ....),

as Principal; and..... .....

....

as Surety, are hereby held and firmly bound unto The Port of New York Authority in the sum of Two Million Dollars and No Cents ($2,000,000.00)----------for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, representatives, executors, administrators, successors and assigns.

Executed this.....day of ....., 19.....

The condition of the above obligation is such that whereas the above-named Principal is about to enter into an agreement ~~XXXX~~ in writing with The Port of New York Authority covering certain premises at Newark International Airport ...., a copy of which agreement ~~XXXXX~~ is hereto annexed and hereby made a part of this bond as though herein set forth in full,

Now, if the said Principal shall well, faithfully and punctually do and perform the things agreed by it to be done and performed according to the terms and true intent and meaning of the said agreement ~~XXXXX~~ then this obligation shall be void, otherwise the same shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the said agreement ~~XXXXX~~ or by any waiver of any provisions thereof, or by any assignment, ~~XXXXXX~~ or other transfer thereof or of any part thereof; and the said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done or omitted to be done by and in relation to assignees, ~~XXXXXX~~s and other transferees shall have the same effect as to the said Surety as though done or omitted to be done by or in relation to the said Principal.

Failure to annex the said agreement ~~XXXXX~~ shall not affect the validity of this Bond or the obligations of the parties hereunder

TCL—1/18/50

In Witness Whereof, the Principal and the Surety have hereunto executed these presents (caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers), the day and year first set forth above.

ATTEST: .....

..... By .....

Title .....
(Corporate Seal)

WITNESS:

....

ATTEST: .....

..... By .....

Title .....
(Corporate Seal)

WITNESS:

....

ADD ACKNOWLEDGMENTS AND JUSTIFICATION

March 20, 1973

CODE: A4-330-082-101-0-85

TELEGRAM

TO PROSPECTIVE BIDDERS ON PROPOSAL 8396 OPERATION AND MAINTENANCE OF FUEL SYSTEM AT NEWARK AIRPORT. ALL ELECTRIC ENERGY AND TELEPHONE SERVICES ARE TO BE CONSIDERED AS MATERIALS FOR PORT AUTHORITY REIMBURSEMENT, NOT TO BE COMPUTED IN GALLONAGE FEE.

J.D. GASKIN, SUPERVISING BUYER
PURCHASE & SUPPLY SERVICES DIV.
THE PORT AUTHORITY OF N.Y. & N.J.
111 - 8th AVE.
NEW YORK, N.Y. 10011

ALLIED MAINTENANCE CORP.
2 Pennsylvania Plaza
New York, New York 10001

LOCKHEED AIR TERMINAL, INC.
2627 Hollywood Way
Burbank, California 91502

BUTLER AVIATION INT'L. INC.
East 81
State Highway #4
Paramus, N.J. 07652

Elliott

Note:- It should be noted - but not in qualification of our bid - that Exhibit D-1 calls for bids on an annual basis, but Article XII, as amended by Addendum No. 1, provides that the bid for the first fiscal year shall be based on a 9-month volume.

To be responsive, our bid shows the rate for a 12-month year, and the gallonage should be annualized for the first fiscal year to find the applicable rate.

For example: assume a 9-month volume of 167,000,000 gallons. To find the applicable price convert this figure to an annualized figure by dividing by 9 and multiplying by 12, equals 222,666,667 gallons. Thus a 9-month volume of 167,000,000 equals a bid price of $.0067.

Allied

We would like to specifically call your attention to the discussions regarding unions (Item 1 on the first page of Attachment A) because of the extreme importance of this matter.

Also enclosed, as Attachment B, is the certification required by the Proposal, including the list of Airports where we perform fuel services and the personnel we would assign to this operation.

We hope you will find our proposal responsive to your request and that it may receive your favorable consideration.

Sincerely yours,

Allied Maintenance Corporation

D. H. McCampbell

D. H. McCampbell

/lms
Enclosures

Attachment A

AUT TIVE EQUIPMENT USE

[illegible]

WHEREAS THE

1. HEAD [illegible]

CHASSIS

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

TANKS

[illegible]	[illegible]	[illegible]
Compartment Capacities (Gallons)	[illegible]	[illegible]

Filters	Cyclone	[illegible]	[illegible]
Meters	[illegible]	[illegible]	[illegible]
Hose Reels	[illegible]	[illegible]	[illegible]
Reel Drives	[illegible]	[illegible]	[illegible]
Pumps	[illegible]	[illegible]	[illegible]
Fire Equipment	[illegible]	[illegible]	[illegible]

OTHER EQUIPMENT

[illegible]

2. [illegible] Lessee shall be in default [illegible]

3. RENT [illegible]

4. MAINTENANCE [illegible]

(1) [illegible]
(2) [illegible]
(3) [illegible]
(4) [illegible]
(5) [illegible]
(6) [illegible]
(7) [illegible]
(8) [illegible]
(9) [illegible]
(10) [illegible]
(11) [illegible]
(12) [illegible]
(13) [illegible]
(14) [illegible]
(15) [illegible]

[illegible]

5. INSTALLATION [illegible] the equipment which for or in connection with the storage, transportation, dispensing, handling or use of gasoline or petroleum products [illegible] or sold by Shell. Lessee shall comply with all provisions of laws or bylaws [illegible] the equipment or the possession, operation or use thereof, and shall pay or reimburse Shell for [illegible] and inspection fees, and other governmental charges on the equipment or on Shell in respect to the possession, operation or use thereof or the business conducted in connection therewith.

6. INDEMNITY INSURANCE [illegible] Shall indemnify Shell against any and all claims and liabilities for injury or death of persons or damage to property [illegible] in connection with the equipment or the sale or use of gasoline or petroleum products [illegible] and shall [illegible] and public liability insurance, with an [illegible] limit of $[illegible] for such injury or death of any one person, $[illegible] for such injury or death of two or more persons, $[illegible] for such damage to property, in any one accident; and Lessee shall furnish Shell, on request, [illegible] a certificate by the insurer that such insurance is in force.

7. ASSIGNMENTS [illegible] Without Shell's prior written consent, this Lease shall not be assigned by Lessee or by operation of law, nor shall Lessee [illegible] the equipment or permit any person, firm or corporation other than Lessee and Lessee's employees to operate or use the same.

8. NOTICES. All notices [illegible] shall be in writing, and be given to Lessee in person, [illegible] or regular mail or to either Lessee or Shell by registered mail or telegraph, and, in the latter instance, [illegible] deemed given when the letter is deposited in the mail or the telegram delivered with the telegraph company, postage or charges prepaid, and addressed to the party for whom intended at such party's address first hereinbefore specified or at such other address as may be substituted therefor by proper notice hereunder.

9. ENTIRETY - WAIVER - EXECUTION. This Lease constitutes the entire agreement as of the beginning date of the term, terminating all prior agreements between Shell and Lessee concerning the leasing of the equipment. Shell's right to require strict performance of Lessee's obligations hereunder shall not be affected in any way by any prior waiver, forbearance or course of dealing. No [illegible] or supplement thereto shall be binding on Shell unless [illegible] in Shell's behalf [illegible] authorized by its Board of Directors, and a copy thereof is signed and delivered to Lessee.

IN WITNESS WHEREOF, this Lease is executed as of the date first hereinbefore written.

SHELL OIL COMPANY

By .....

.....

"Shell"

.....

By .....

.....

"Lessee"

Exhibit G

AUT 'O'IVE EQUIPMEN' 'E^SE

THIS LEASE, dated ...., 19....., between SHELL C iP..NY, a Delaware corporation with offices at ..... in ....., ... (herein called "Shell"), and .... of ..... in ..... (herein called ' Lesse

WITNESSETH:

1. LEASE. Shell hereby leases to Lessee the following described automotive equipment (herein called "the equipme to be used at Lessee's place of business at ..... in .....,

CHASSIS:

Shell's Nu ber ..... Make ..... Model .....

Mfgr's. Serial No. ..... Engine No. ..... Year .....

TANK:

Manufacturer ..... Shell's No. .....

Compartment Capacities (Gallons) 1. ..... 2. ..... 3. ..... 4. ..... Total

Filters ——— Capacity ..... Make ..... Rating .....

Meters ——— No. ..... Make ..... Size .....

Hose Reels ——— No. ..... Manual ..... Power .....

Reel Hoses ——— No. ..... Length ..... Size .....

Pumps ——— No. ..... Make ..... Size .....

Fire Extinguishers - No. ..... Make ..... Type ..... Capacity .....

OTHER EQUIPMENT:

receipt of all of which in good and safe condition and repair Lessee hereby acknowledges. If possession of the equipment is temporarily surrendered to Shell for any reason, Shell may, at its option, substitute therefor equipment of substantially the same kind and type, which shall be subject to the provisions of this Lease.

2. TERM. This Lease shall be in effect from ....., 19....., until terminated by either Lessee or Shell by giving the other at least thirty (30) days' notice; provided that Shell may terminate this Lease forthwith, by giving Lessee notice, if Lessee breaches any of the provisions hereof. Upon any termination of the lease, Lessee shall surrender all equipment covered hereby to Shell in as good condition as when leased, reasonable wear and tear only excepted.

3. RENT. Lessee shall pay Shell rent for the equipment at the rate of ..... per ..... Rent shall abate (a) on the date of any permanent surrender of possession of the equipment by Lessee to Shell, or (b) for any period exceeding ten (10) days during which possession of the equipment is temporarily surrendered to Shell and no substitute is provided; and in either case rent prepaid or to accrue shall be appropriately pro-rated.

4. MAINTENANCE. Lessee, at Lessee's sole expense, shall maintain the equipment at all times in good, safe and efficient operating condition, and to that end shall: (a) furnish all gasoline, engine oil, greases and anti-freeze solutions, (b) perform all services of washing, lubrication, changing and replenishing engine oil, and repairing and changing tires (replacement tires and tubes to be furnished by Shell), and (c) make all repairs necessitated by neglect, abuse or accident, and the following chassis and equipment repairs:

(1) Check, clean and adjust spark plugs, and install new spark plugs.
(2) Adjust and clean ignition points, and install new ignition points.
(3) Adjust fan belts and install new belts.
(4) Tighten water pumps, water hoses, oil leaks, and other like minor repairs. (Shell to supply replacement parts.)
(5) Replace light bulbs and fuses.
(6) Maintain and charge batteries, clean terminals, and install new batteries and cables. (New batteries and cables to be furnished by Shell.)
(7) Clean engine fuel line sediment bowls.
(8) Maintain, including recharging of, fire extinguishers. (Shell to supply new ones when necessary.)
(9) General tightening of chassis body and tank.
(10) Adjust and maintain brake system. (Shell to reline brakes.)
(11) Correct small leaks in the dispensing apparatus, repairable by tightening.
(12) Drain water sumps and water segregators.
(13) Install new dispensing hoses and nozzles. (Material and special wrenches to be supplied by Shell.)
(14) Maintenance of ground wire and fastener. (Material to be supplied by Shell.)
(15) Clean strainers and micronic filters, replacing elements when necessary.

TEXACO

INTERNATIONAL AVIATION
SALES DEPARTMENT
T. R. CUMMINGS
AVIATION PRODUCTS MANAGER

September 28, 1973

TEXACO INC.
135 EAST 42ND STREET
NEW YORK, N.Y. 10017

Mr. Joe Braun
Allied New York Services, Inc.
Two Pennsylvania Plaza
New York, N.Y. 10001

Dear Sir:

In accordance with previous discussions and verbal agreements concerning the lease by Texaco Inc. of refuelers to Allied Aviation Service Company of N.J., Inc., we confirm the conditions under which these units will be leased to be as follows:

1. Texaco Inc., hereinafter referred to as Texaco, leases to Allied Aviation Service Co. of N.J., Inc., hereinafter referred to as Allied, the following units at the monthly rentals indicated, effective on the date indicated:

Texaco Serial Number	Effective	Rental ($/Mo.)
D-1979	8/9/73	300
D-2766	8/9/73	300
D-2765	8/9/73	300
D-2034	8/9/73	300
Y-4186	9/24/73	929
Y-4187	9/24/73	929

2. Allied hereby assumes responsibility for and agrees to indemnify and hold Texaco harmless against any and all damages, losses, claims, suits and judgments and all costs related thereto whatsoever, and all reasonable expenses incurred in defending against any claim brought against Texaco, its officers, employees, affiliates or assigns in connection with any alleged damage or injury to any person, persons or property arising out of or in any way connected with the lease or operation of the vehicles specified herein.

3. The Texaco identification of the units specified herein shall be removed or covered completely by Allied at their cost. Allied identification and colors may be applied to said units if desired by Allied. Said units do not have to be re-identified to Texaco identification upon return.

4. All maintenance and repairs required during the term of this lease shall be performed by General Transervice Inc., hereinafter referred to as Watkins. When requested by Allied, Watkins will perform the maintenance or repair desired and will prepare an invoice for these repairs or maintenance to Texaco. Prior to presenting to Texaco, such invoice shall be approved by Allied as to service performed and amount charged. Texaco will arrange payment of such invoices to Watkins and will invoice Allied for the total amount of such invoices. Allied agrees to pay, upon receipt, all invoices rendered by Texaco covering any maintenance and/or repair performed on the units specified herein.

5. The units specified herein shall be returned to Texaco in a condition equal to or better than that in which said units were delivered to Allied.

6. This lease shall be deemed to have been effective on the 9th day of August 1973 and shall terminate upon the return to Texaco by Allied of all units specified herein or upon sixty (60) days' notice by either party to the other. All units need not be returned at the same time.

It is requested that you sign below your acceptance of the above letter agreement of lease and return the original to this office. The duplicate original included herein may be retained by you for your files.

Very truly yours,

T. E. CUMMINGS

ACCEPTED: V.P.
ALLIED AVIATION SERVICE CO. OF N.J., INC.

DATE: 10/17/73

LSW:DAM

"EXHIBIT L"

SPECIMEN

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION AT NEWARK AIRPORT

I. DEFINITIONS

For the purpose of the contract, unless the context indicates a different meaning:

(1) "Minority" means Black, Puerto Rican or Spanish surnamed Americans.

(2) "Review Council" is that body composed of community representatives and representatives of others established by the agreement of February 25, 1972 creating a Review Council for construction at Newark Airport under certain Port Authority Contracts (which agreement is attached hereto as "Appendix A"), and formed for the purpose of assisting the Port Authority in assuring that the requirements included herein are met, (such requirements are sometimes referred to as the Program). The Review Council will receive referrals from the Minority Group Journeymen Referral Service, defined below, and/or any comparable organizations engaged in obtaining employment for minority group persons, and shall determine the qualifications and classify persons as journeymen, Advanced Trainees and Basic Trainees for the purpose of applying the provisions herein. Individuals shall be determined qualified for employment as journeymen, Advanced Trainees and Basic Trainees solely upon the basis of experience, on-the-job evaluation and, where necessary, oral, written or performance examinations, developed or approved by the Review Council. No arbitrary method of evaluation measuring qualifications other than the person's ability to perform work shall be valid.

(3) "Minority Group Journeymen Referral Service" is that organization established pursuant to the April 30, 1968 agreement regarding the construction of the New Jersey College of Medicine and Dentistry for the purpose of recruiting, evaluating, and referring minority group construction workers in connection with such construction. Said organization has agreed to perform a similar function in connection with construction at Newark Airport.

(4) "Advanced Trainee" is a worker who has experience and skills used in construction work but lacks the skills to be

qualified as a journeyman and is classified by the Review Council as an Advanced Trainee.

(5) "Basic Trainee" is an applicant for employment who does not possess the qualifications for entrance into an apprenticeship program but demonstrates an interest in pursuing a craft in the construction industry and is classified by the Review Council as a Basic Trainee.

II. CONTRACTOR'S RECRUITING AND HIRING OBLIGATIONS

By submitting a bid, the Contractor certifies that he will comply with the requirements of this paragraph II. In addition, the Contractor must submit a statement by each union with which he has or will enter into a collective bargaining agreement covering workers to be employed under a contract for construction at Newark Airport, in accordance with paragraph III, below. Before the award of any subcontract is approved, the Contractor will be required to submit such statement for each subcontractor respecting collective bargining agreements covering workers to be employed on the project, in accordance with the provisions of Paragraph III. In either case, if no such statement has been obtained, the Contractor will submit documentation of his efforts to obtain such statement, in accordance with the provisions of Paragraph III.

1. The Contractor in hiring for this job, shall make every effort to employ persons residing within either (i) the geographical jurisdiction of the appropriate union or (ii) Union or Essex County, the two counties in which Newark Airport is located, in order to insure that persons employed on the project will be brought into the permanent construction industry labor force in the area.

2. The Contractor shall not discriminate against employees and applicants for employment on the grounds of union membership or on the grounds of sex, race, color, creed, religion, age, ancestry, liability for military service or national origin.

3. Based on the findings made herein, the Contractor shall make every good faith effort to meet the following goals of minority journeyman utilization in the performance of his contract, whether or not the work is subcontracted.

4. The goals of this affirmative action program in the selected trades shall be within the following ranges:

Trade Description	Goals of Minority Journeyman Utilization Within these Ranges
Bricklayers	30-35 percent
Carpenters	30-35 percent
Cement Finishers	30-25 percent
Electricians	16-17 percent
Elevator Constructors	30-35 percent

Glaziers	29-32 percent
Insulators	30-35 percent
Ironworkers	31-34 percent
Lathers	30-35 percent
Asphalt Workers	30-35 percent
Operating Engineers	30-35 percent
Painters	30-35 percent
Plasterers	30-35 percent
Plumbers	31-34 percent
Pipefitters	31-34 percent
Steamfitters	31-34 percent
Roofers	33-36 percent
Sheetmetal Workers	30-33 percent
Sprinkler Fitters	30-35 percent

The Contractor shall submit with his bid his goals of minority journeyman utilization in the trades specified above in the performance of the Contract together with a projected manpower utilization program. These goals shall be applicable whether or not the work is subcontracted but notwithstanding that many trades are listed above, goals need only be submitted for the trades which the Contractor proposes to utilize under this Contract. To be eligible for the acceptance of his Proposal, the goals submitted must be within the ranges specified above; but if the Contractor fails to submit with his bid as to any trade, he shall be deemed to have committed himself to a goal of minority journeyman utilization of the highest percentage for such trade.

5. The above goals are expressed in the terms of man hours to be worked by minority journeymen during the performance of the Contract and must be substantially uniform throughout the duration of the Contract.

6. The Contractor shall make every good faith effort to employ the number of apprentices permissible under the apprentice's and journeyman's employment ratio specified in the applicable collective bargaining agreement, or if there is no applicable agreement, the established ratio in the trade, or by industry usage in the area and to reach a goal of 50 percent minority group apprentices on the job in each trade listed in subparagraph 4 of this paragraph II in which apprentices are employed, whether or not the work is subcontracted.

7. The Contractor shall cooperate with the Review Council in providing on-site training and job opportunities for persons employed under his Contract as Trainees and periodically report on their progress.

These persons will be referred to him by the Review Council under on-the-job training programs approved by the Review Council. During the performance of Work at the construction site the Contractor shall employ one Trainee in each trade for every five journeymen (including minority Journeymen who are not union members) in such trade employed by the Contractor. In order to facilitate the referral of Trainees the Contractor shall notify the Compliance Officer every two weeks of his anticipated labor requirements for each trade in the forthcoming two weeks. In the event the one to five ratio is not maintained during any time period the Compliance Officer may, in his discretion, direct the Contractor to employ additional or fewer Trainees, e.g., at a one to four or one to six ratio, for the period of time necessary to offset the time period during which the one to five ratio was not maintained.

The Review Council will also approve off-site i.e., away from Newark Airport, training programs for the Trainees. The Contractor shall not employ any Trainee until such time as the Review Council has approved both an on-the-job training program and an off-site training program for the particular Trainee and the Contractor has been advised in writing by the Compliance Officer of such approval, its applicability to the particular Trainee, the date the Trainee is to commence his employment with the Contractor and the amount of the Trainees compensation. The amount of compensation to be paid to the Trainee will be determined by the Review Council in accordance with the procedures contemplated by the aforementioned Agreement and Amendments creating the Review Council. This amount will be commensurate with the man's skills and experience.

The costs of supervising such program including training expenses, additional compensation to Trainees and loss and waste resulting therefrom shall upon proper proof thereof be paid to the Contractor by the Fuel Operator.

8. Criteria for Measuring Good Faith

(a) The Contractor shall consider for employment as journeymen and Trainees, persons referred to him by the Minority Group Journeymen Referral Service and/or any comparable organizations engaged in obtaining employment for minority group persons and the New Jersey Employment Service and who have been classified by the Review Council as journeymen and shall employ the Trainees provided for in paragraph 8 above. If the Contractor does not employ any person so referred, he shall submit a written explanation by close of day to the Compliance Officer whose position is defined in paragraph IV and to the Review Council.

(b) Nothing contained in this Program shall preclude the Contractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, he shall send journeymen and Trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minority persons or the failure to refer minority group persons, so that the Contractor will be unable to meet his obligations under this Program, the Contractor shall employ persons referred under this paragraph without regard to such agreement or arrangement. In the event the Contractor does not find the services of the person satisfactory, he need not retain such person in his employ but shall submit a written explanation as to why he deemed such services unsatisfactory by close of the day on which such person is discharged to the Compliance Officer and to the Review Council.

(c) The Contractor will notify the Compliance Officer and the Review Council whenever he has reason to believe that a union with which he has a hiring hall or referral arrangement or an apprenticeship program engages in such referral, membership, admission or other practices as will substantially impede the Contractor in his efforts to meet his affirmative action obligations under this Program.

9. The Contractor shall develop and submit a Manning Table with his Proposal for the labor he will employ directly and for the labor he proposes to perform through a subcontractor with a subcontract of a price in excess of $10,000. This document shall identify his estimated manpower requirements for the duration of the construction broken down by trade and month. The manning of the construction shall be related to this document which shall be brought up to date as required but not less than every two weeks.

10. The Contractor shall submit copies of his collective bargaining agreements covering workers to be employed on the project, and copies of such bargaining agreements of each subcontractor.

11. The Contractor shall designate a principal officer of his firm to be affirmative action officer who shall be responsible for administering the affirmative action program detailed herein. This officer shall meet regularly or as may be required with all Contractor, union, Authority, tenant, and community officers to insure attainment of the goals set forth herein and the implementation of the training program for the Trainees.

III. UNION STATEMENT

When the Contractor has or will enter into a referral agreement or arrangements with a Union covering workers to be employed on this project, he shall submit with his bid a statement signed by an authorized union official, in which the union agrees as follows:

1. The union will take such action as may be necessary with respect to the referral and the employment of minority group persons in order to enable the Contractor to meet his obligations under this Program.

2. The union will cooperate with the Review Council in providing on-site training at Newark Airport under this Contract.

3. Minority group journeymen employed by the Contractor shall be admitted to union membership within the time limits contained in the applicable collective bargaining agreement, union constitutions and by-laws.

The Contractor shall promptly notify the Compliance Officer and the Review Council of any failure of a union to comply with its statement. If a union has refused to sign the statement described above, the Contractor will document his efforts to obtain such statement, including a description with the reasons given by the union for not signing such statement, and submit such documentation together with his bid.

In addition, the award of a subcontract will not be approved if such Contractor has not submitted such acceptable union statement or an explanation of the failure to obtain such a statement.

The failure of the union to sign the statement described above does not excuse the Contractor from his obligations to comply with the conditions and provisions of the affirmative action programs set forth herein.

IV. SUBCONTRACTS

Each prime Contractor is responsible for the performance of his subcontracts for the implementation of the aforementioned equal employment requirements during the performance of the Contract. Whenever the Contractor subcontracts a portion of the work on this project, the subcontract shall bind the subcontractor to the obligations contained herein to the full extent as if he were the Contractor. Furthermore, the Contractor must include a provision in all Contracts with subcontractors to insure compliance with all other conditions included herein.

V. NON-DISCRIMINATION

The commitments of the Contractor hereunder are for the purpose of satisfying his affirmative action obligation under the Contract and are not intended, and shall not be used, to discriminate on the basis of sex, race, color, creed, religion, age, ancestry, liability for military service or national origin against any qualified applicant or employee.

VI. COMPLIANCE

In the event of failure by a Contractor to meet his minority manpower commitments hereunder which include those with respect to journeymen, apprentices and Traineees, he shall be given an opportunity to demonstrate that he has made every good faith effort to meet his commitments. In any proceeding in which such good faith is in issue, all of the actions of the Contractor in seeking to comply with these requirements shall be reviewed and evaluated by the Authority. The Review Council shall participate in any such proceedings.

Compliance will be monitored by a full-time Compliance Officer within the Authority, in conjunction with the Review Council. This Officer will report daily to the Engineer.

Damages caused by non-compliance shall be assessed based on actual damages.

The Compliance Officer will use the following procedures in monitoring compliance with the provisions contained herein:

(1) The Compliance Officer will issue a written ALERT NOTICE to a Contractor and appropriate unions whenever, in his opinion, a breach of these conditions appears to be developing.

(2) If the ALERT NOTICE is not removed by a correction of the deficiencies within the time specified in the notice the Compliance Officer shall follow up the ALERT NOTICE by issuing a written VIOLATION NOTICE. Upon issuance of such notice, the Contractor will have seven (7) working days to remove the violation. If the violation has not been removed within that period, the Contractor shall be deemed not to be exercising good faith and to be in breach of Contract. In the event the Contractor does not concur that his conduct constitutes a lack of good faith and a breach of Contract, he shall immediately submit this question to the Authority for a determination. The Review Council shall participate in any such proceeding in accordance with the procedures adopted by the Authority and the Review Council.

(3) Either or both notices may be removed if the Contractor meets his obligations hereunder or if he presents a satisfactory explanation in writing to the Review Council and to the Authority as to why such compliance is impractical, or impossible.

(4) In the event the Director of Aviation should deem the Contractor to be in breach of his obligations hereunder.

the Authority shall have the right to require the Fuel Operator to take over and complete the performance of the construction called for by the Contract or to take such other appropriate action as it may be entitled to take under the provisions of its Contract with the Contractor.

(5) The failure of the Director of Aviation to act shall not be considered a waiver of his authority.

Nothing contained herein shall relieve the Contractor of any obligations respecting equal employment opportunity and affirmative action in the construction industry which he would have in the absence of the foregoing.

(6) The term "Authority" as used herein shall mean "The Port of New York Authority".

(7) The term "Contractor" as used herein shall be deemed to be the Contractor engaged by the Fuel Operator for the purposes of the building construction for the Fuel Operator.

(8) The terms "Fuel Operator" or "Operator" as used herein shall be deemed to be the person, firm or corporation operating the Underground Fuel System at Newark Airport.

CONFORMED COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
111 Eighth Avenue
New York, New York 10011

NEWARK INTERNATIONAL AIRPORT
Newark, New Jersey
Maintenance, Operation and Care-taking
Underground Aviation Fuel System
Proposal No. 8396

March 15, 1973

ADDENDUM NO. 1

TO: PROSPECTIVE BIDDERS FOR THE MAINTENANCE, OPERATION AND CARE-TAKING OF THE UNDERGROUND AVIATION FUEL SYSTEM AT NEWARK INTERNATIONAL AIRPORT.

The following changes are hereby made in the maintenance, operation and care-taking of the Underground Aviation Fuel System at Newark International Airport.

This addendum shall be physically annexed at the end of the Underground Aviation Fuel System Agreement and initialled by each Bidder before submitting its bid.

In case any bidder fails to conform to these instructions, his Proposal will nevertheless be construed as though this communication has been so physically annexed and initialled.

I. Changes in Information for Bidders

The General Scope of the Operations.

1. The second paragraph appearing on Page A of the Information for Bidders is amended to read as follows:

> "The fuel distribution facilities of the System shall include piping, manifolds and appurtenances from the bulk storage areas to the terminal distribution units, the pipelines, hydrant valves, approximately 20 hydrant carts (to be supplemented by the Port Authority from time to time by additional hydrant carts as required), surge suppressors, emergency shut off systems and related appurtenances all as more particularly shown and described on the plans designated and marked "Exhibit A" and on the specifications designated and marked "Exhibit A-1"; which Exhibits because of their bulk are being separately delivered

to prospective bidders and which Exhibits are deemed incorporated into and made a part of this Agreement and the Proposal herein."

2. The first full paragraph on Page B is amended to read as follows:

"The Operator, without charge to the Fixed Base Operator, shall deliver fuel as required, at the North Tank Farm, in to Fuel Trucks operated by the Fixed Base Operator."

3. The second full paragraph on Page B of the Information for Bidders is amended to read as follows:

"Attached to the Proposal and included therein and made a part thereof as Exhibit D-1, is a "Bid Sheet" on which the Bidder will set forth gallonage rates and different range volumes. This Bid Sheet consists of four columns designated A, B, C and D. Column A bears the caption "Range of Annual Delivery of Into-Plane Gallons". This column contains 33 different possible gallonage ranges. Column B bears the caption "Rate Per Gallon" and contains 33 blank spaces each corresponding with a gallonage range. Each range has been assigned a weight factor which weight factors are set forth under Column C. The Bidder shall set forth under Column B a range rate per gallon for each of the 33 ranges listed under Column A. Each range rate will be multiplied by its weight factor and the resulting product for each range shall be placed in the corresponding line under Column D. The 33 products thus obtained shall be added together and the sum total divided by 105. The quotient resulting from such division shall constitute the Bidder's bid. The monthly compensation payable to the Bidder in any month shall be determined in accordance with the provisions set forth in the first 2 paragraphs of Article XII of the Proposal. The rates specified on the Bid Sheet under Column B shall be the rates in effect for the corresponding ranges for the three-year period commencing May 1, 1973.

4. Exhibit D originally inserted in the Agreement is deemed deleted and Exhibit D-1 attached to this Addendum is deemed substituted for Exhibit D and incorporated into the Agreement.

5. A new paragraph shall be inserted on Page C in the Information for Bidders immediately before the first full paragraph thereof, to read as follows:

> "Notwithstanding the completion of the terminal buildings and the commencement of fueling operations therefrom, the Underground Pipeline from outside the Airport and connecting with the Fuel Storage Facilities at the Airport may not be completed until about September 15, 1973. Until the completion of the Underground Pipeline the fuel suppliers will deliver the fuel to the Storage Tanks of the Underground system by means of fuel trucks."

6. The second full paragraph on Page F of the Information for Bidders is amended to read as follows:

> "In determining its volume range gallonage rate the bidder shall not include nor consider the purchase price of the fuel trucks to be acquired hereunder nor the cost of the construction of the building required to be built by the bidder. The monthly amortization of the capital investment in such trucks and the building, plus interest equal to six percent (6%) per annum on the declining unpaid balance of the capital investment shall be paid to the bidder as additional compensation as set forth in Article VIII and IX of the Proposal."

7. The word "here" appearing in the third line of the second paragraph of Page J of the Information for Bidders is deleted and the word "hers" is inserted in lieu thereof.

II. <u>Changes in Proposal</u>

1. The third paragraph of Page 4 of the Proposal is amended to read as follows:

> "The Operator shall be required to account for and deliver to each Airline Lessee, as requested, the quantity of each grade and specification of aviation fuel delivered to the Operator at the airport on behalf of each such Airline Lessee, minus actual losses, if any, incurred in normal operation. If any aviation fuel so delivered on behalf of any Airline Lessee is commingled while in storage in the System with other aviation fuel delivered to the operator at the Airport

on behalf of one or more of the Airline Lessees, the actual losses, if any, incurred in normal operations for the period in question with respect to such aviation fuel so commingled shall be adjusted with the Suppliers on behalf of their Airline Lessee Customers to the extent of the respective proportions of their number of gallons of aviation fuel so commingled at the commencement of such period plus the number of such gallons of aviation fuel delivered on behalf of the respective Airline Lessees and so commingled during such period."

2. Subparagraph (a) of Article III of the Proposal is amended to read as follows:

"(a) At all times during the effective period of this Agreement, the Operator shall be responsible for and shall perform all routine maintenance and routine preventive maintenance, including necessary routine replacement of parts and equipment (the cost of such parts and equipment to be reimbursed by the Port Authority) in and to the System at Newark International Airport, except for those items of maintenance hereinafter specifically excluded pursuant to subsection (d) of this Article III."

3. The second paragraph of subparagraph (c) of Article III of the Proposal is amended to read as follows:

"The Operator shall provide all materials and supplies (the cost thereof to be reimburseable by the Port Authority) as may be necessary in the performance of its routine maintenance and routine preventive maintenance as aforesaid, and, where necessary and where such work is beyond the capability of the Operator's personnel, the Operator will engage outside contractors for the performance of such work and shall procure and supply tools and equipment required in the performance of such work provided, however, that the Operator will not engage outside contractors or make expenditures either for materials or supplies or retain outside labor where the cost of such contractors, outside labor and material in the aggregate exceed the sum of $500 per incident unless the Operator has first obtained the specific written approval of the Port Authority's General Manager of New Jersey Airports.

4. A new paragraph shall be inserted immediately following the first paragraph of Article V of the Proposal to read as follows:

> "As to the need for Ready-Room Space the Operator shall make the necessary arrangements for the same with the respective Airline Lessee or Lessees of Terminal Buildings A or B."

5. The following new paragraph shall be deemed inserted immediately after the first full paragraph of Article VIII:

> "As an aid to the Operator in connection with the construction required under this Article VIII, there is attached hereto (Addendum 1 to this Agreement) and incorporated herein Port Authority Drawing No. NA-SL-144 entitled 'Newark Airport - Proposed Fuel Farm Maintenance Building and Buckeye Building Site-Geologic Profiles' bearing legends and notes indicating soil composition and resistance determined from soil borings of the ground area shown on Exhibit B."

6. The last paragraph commencing on page 10 under Article VIII is hereby amended to read:

> "The Building to be constructed shall, as to style, design, architecture and general appearance conform with Port Authority Drawing NA-7833, attached to this Proposal and made a part hereof as Exhibit F. The Building shall contain a number of bays on both the first and second floors as shown on Exhibit F, not less than twelve of which bays measuring 10' x 35' shall be used as maintenance garage bays and not less than four maintenance bays measuring 18' x 70', one of which shall be used for painting of equipment, one of which shall be used for pre-painting of equipment, one of which shall be used for washing of equipment and one of which shall be used for welding of equipment. It is the Port Authority's estimate that the interior of the building will contain a minimum of 23,000 square feet, said building to be approximately 275 feet long, approximately 70 feet wide and two stories in height. It is the Port Authority's present best estimate that the cost of the construction work which shall consist of the cost items set forth under subparagraphs (i), (ii), (iii) and (iv) of paragraph 4 of this Article VIII

shall amount to approximately $2,000,000. Pending the completion of the building there will be no facilities for the storage, servicing, maintenance, or repair of the Operator's fuel trucks and other equipment used by the Operator in its operations including hydrant carts, a condition which requires the early completion of the building. Accordingly, it is necessary that the building and the site work shall be completed by the Operator not later than November 1, 1974. If the construction work is not completed by November 1, 1974, then and for each month thereafter that the work remains uncompleted, the Port Authority shall deduct, as liquidated damages, from the Operator's monthly compensation an amount equal to the quotient resulting from the division of $2,000,000. (the estimated cost) by 240. When and at such time as final determination of construction costs has been made the aforesaid deductions will be adjusted accordingly."

7. The first full paragraph on page 21 is amended to read:

"Nothing herein contained shall be deemed to give the Operator any right to perform fueling service for private, corporate or itinerant aircraft or helicopters or for air taxis (except when such air taxis are performing services for an Airline Lessee having an assigned Gate Position and when using such Gate Position with the approval of such Airline Lessee) and fueling services for all such itinerant aircraft, helicopters, or air taxis shall be performed by a Fixed Base Operator at the Airport. The fuel Operator hereunder shall receive and store fuel on behalf of the Fixed Base Operator and as necessary, deliver such fuel into the trucks of the Fixed Base Operator at no charge therefor."

8. Page 24 of the Proposal is amended to read as follows:

"Article XII. <u>Method of Payment to Operator</u>

Not later than the 20th day of the month following the month in which the Operator commences care-taking operations of the system and not later than the 20th

day of each succeeding month covering the first three months of the effective period of this Agreement, the Port Authority shall pay to the Operator for the preceding month an amount equal to one-third of the Operator's cost allocated to care-taking operations as provided in Article II hereof which foregoing payment shall be subject to further adjustment in the event that the care-taking operations exceed or are less than the anticipated three-month period.

The Operator shall certify to the Port Authority, not later than the 20th day of the month following the month in which into-plane fueling operations commence and on the 20th day of each and every succeeding month thereafter during the effective period of this Agreement, by means of a sworn statement, the number of gallons of aviation fuel delivered by the Operator into the planes of all Airline Users of the System during the preceding calendar month. The total number of gallons of aviation fuel so delivered by the Operator shall be added to the total gallons of aviation fuel delivered by the Operator for all prior months of the fiscal contract year. The resultant total shall then be annualized by multiplying by 12 and dividing the product resulting by the number of actual months in the fiscal contract year except that for the first fiscal contract year the multiplier shall be the number of months between the commencement date of into-plane fueling and April 30, 1974, and the product shall be divided by the number of months in which actual into-plane fueling was performed in the first fiscal contract year. The rate per gallon applying to the range, as set forth in Exhibit D-1, within which the annualized total gallons is included shall be multiplied by the total number of gallons delivered since the start of the fiscal contract year. The resultant product, less the total compensation payable to the Operator since the start of the fiscal year and less one-twelfth of the total care-taking payments made to the Contractor (until such time as twelve-twelfths of the care-taking payments have been recovered) shall constitute the monthly compensation (except for amortization and interest payments provided in Articles VIII and IX hereof) payable to the Operator for such preceding month, which compensation shall be payable within twenty days following the receipt by the Port Authority of the

Operator's certification of the number of gallons of aviation fuel delivered in the preceding month.

The Operator shall also prepare and deliver to the Port Authority and to each supplier of aviation fuel a sworn statement showing the total gallons of aviation fuel received from such supplier on behalf of each of its Airline Customers at the Airport during the preceding calendar month and the number of gallons delivered by the Operator into the planes of each Airline Customer of such supplier.

The Operator shall also prepare, not later than the 20th day following the close of the preceding calendar month, a sworn statement for each Airline Lessee and each Airline User of fuel at the Airport showing the number of gallons of aviation fuel actually delivered into aircraft of such Airline Lessees or Airline Users, including total deliveries of fuel made to the Fixed Base Operator, by the Operator during the preceding calendar month.

In order to insure accuracy of such receipt and delivery records the Operator agrees:

(1) to maintain, in accordance with accepted accounting practice, records and books of account recording all its transactions hereunder, which records and books of account shall be kept at all times within the Port of New York District."

9. The first paragraph on page 27 is amended to read:

"The Operator shall additionally obtain and throughout the effective term of this Agreement maintain and pay the costs of a policy of fire and extended coverage covering the system, valued at $20,000,000., the hydrant carts at $800,000. and the Maintenance Building with an estimated value of $2,000,000."

10. Sub-paragraph (1) of Article XXV appearing on page 38 of the Proposal is amended to read:

> "(1) 'Fiscal Contract Year' shall commence on the first day of May and continue through the last day of April 1974. Each subsequent fiscal contract year shall be the consecutive twelve-month period commencing on May 1 and continuing through the 30th day of the succeeding April."

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

Initialled for the Bidder:

_____

Albert F. Moncure
Director, General Services
Department

EXHIBIT D-1

BID SHEET

Range of Annual Delivery of [illegible] Gallons (Column A)	Rate per Gallon* (Column B)	Weighting Factor (Column C)	[illegible] (Column [illegible])
0 - 65,999,999	.02400	1	[illegible]
[illegible],000,000 - 131,999,999	.01500	1	[illegible]
[illegible],000,000 - 141,999,999	.01236	2	[illegible]
[illegible],000,000 - 151,999,999	.01151	2	[illegible]
[illegible],000,000 - 161,999,999	.01077	2	[illegible]
[illegible],000,000 - 171,999,999	.01067	2	[illegible]
[illegible],000,000 - 181,999,999	.01020	2	[illegible]
182,000,000 - 191,999,999	.00978	2	[illegible]
[illegible],000,000 - 201,999,999	.00941	4	[illegible]
[illegible],000,000 - 211,999,999	.00897	4	[illegible]
[illegible],000,000 - 221,999,999	.00897	4	[illegible]
[illegible],000,000 - 231,999,999	.00879	4	[illegible]
[illegible],000,000 - 241,999,999	.00864	4	[illegible]
[illegible],000,000 - 251,999,999	.00864	4	[illegible]
[illegible],000,000 - 261,999,999	.00842	5	[illegible]
[illegible],000,000 - 271,999,999	.00822	5	[illegible]
[illegible],000,000 - 281,999,999	.00805	5	[illegible]
[illegible],000,000 - 291,999,999	.00786	5	[illegible]
[illegible],000,000 - 301,999,999	.00761	5	[illegible]
[illegible],000,000 - 311,999,999	.00758	5	[illegible]
[illegible],000,000 - 321,999,999	.00734	4	[illegible]
[illegible],000,000 - 331,999,999	.00711	4	[illegible]
[illegible],000,000 - 341,999,999	.00690	4	[illegible]
[illegible],000,000 - 351,999,999	.00670	4	[illegible]
[illegible],000,000 - 361,999,999	.00661	4	[illegible]
[illegible],000,000 - 371,999,999	.00642	4	[illegible]
[illegible],000,000 - 381,999,999	.00625	2	[illegible]
[illegible],000,000 - 391,999,999	.00609	2	[illegible]
[illegible],000,000 - 401,999,999	.00594	2	[illegible]
[illegible],000,000 - 411,999,999	.00584	2	[illegible]
[illegible],000,000 - 421,999,999	.00570	2	[illegible]
[illegible],000,000 - 431,999,999	.00556	2	[illegible]
over 431,999,999	.00544	1	[illegible]
TOTAL		105	[illegible]

Average Rate per Gallon (sum total of product of Column B x Column C divided by 105) .00821

*[illegible] not include compensation for fuel truck acquisition or building construction but shall include an increment to cover compensation for [illegible] duties.

Please see note on next page.

C. Allied

List of Assumptions and Facts Upon
Which Our Bid Proposal Is Based

1. The most important consideration to us was the union to be used by the operator. This was important, competitively, because the Teamster Union contract held by the Fixed Base Operator has much lower wage rates than the "airline" rates of the International Association of Machinists and Aerospace Workers, who have agreements with airlines representing over 90% of the airline volume at Newark, with their members currently providing fueling for UAL, EAL, TWA and FTL.

   More importantly, we considered it highly desirable (a) for a third union to be represented at Newark [with Teamsters at JFK, inherited by us from Willis Rose, and Transport Workers receiving all fuel at LGA] so there could be no possibility of two airports being struck by the same union and (b) because we were concerned the IAM would be forced to take action against the airlines it represents, as has happened at other locations, rather than be excluded from this major airport.

   We have collective bargaining agreements with the IAM throughout the United States and Canada. Based on this 23-year relationship we are confident that there will not be any problems with the IAM if we are awarded this contract.

2. We understand from Addendum No. 1 that all materials and supplies, parts and equipment, for maintenance and preventive maintenance, including work contracted out with Port Authority approval, and including (per your telegram) electric energy and telephone services, are not to be included in the gallonage bid.

Because of our experience with operations of this type, and in the bulk purchase of materials and supplies for these operations we should be able to save a consequential sum over purchases made by other contractors lacking this experience and volume of operations, but we cannot evidence this potential saving under this bidding format.

There is no description of how or when the cost of these materials and supplies will be reimbursed by the Port Authority, and we therefore assume this will be negotiated with the successful bidder.

3. The portion of our bid allocated to Care-Taking Services for the period from May 1, 1973 to July 31, 1973 is $55,238. Exhibit A attached hereto indicates the manpower staffing to be furnished for this operation. Included in the cost for these services is the cost of this manpower (which includes provision for overtime, sick and holiday pay, plus fringes), plus insurance on the system, rental of mobile equipment, materials to cover maintenance, housekeeping and painting and the cost of certain shop and other equipment.

Once the care-taking function terminates and into-plane service commences, the care-taking staff will become part of the full Maintenance staff.

4. The employee complement we propose for the into-plane operation is made up of the Maintenance staff and the Fueling staff, plus clerical and supervision. Our total job complement, together with our proposed organization chart, is shown on Exhibit B.

Our Maintenance staff is shown on Exhibit C. We submit, that after careful analysis, and based on our years of experience with 15 airport fueling operations, this complement represents the minimum required to perform an efficient and safe maintenance operation.

Our Fueling staff for the first nine-month operation is shown on Exhibit D. This staff is, of course, based on the existing aircraft activity during any point in any 24-hour period, as illustrated on Exhibit E. As shown, there are 50 Fuel Servicemen required.

For the next 12-month period (May 1, 1974 to April 30, 1975) we have provided for a total of 57 Fuel Servicemen; for the next 12-month period (May 1, 1975 to April 30, 1976) we have provided for a total of 64 Fuel Servicemen. This increased staffing is based on our best estimate of future scheduling during those years.

5. We developed the total cost of this operation over the three-year period to compute our gallonage bid. We developed each individual item of cost, including manpower, payroll taxes and insurance, Allied-owned mobile equipment necessary for the operation and materials for its support, ready-room space rental, etc. For your comparison purposes, we are listing these items on Exhibit F. We did not show dollars, for obvious reasons.

We found it necessary to include in those costs an amount to compensate us for the out-of-pocket cost for interest on the trucks and on the garage over and above the 6% rate, plus interest during construction of the garage, plus a factor for contingencies and our own fee.

The care-taking cost is, of course, applied to the period from August 1, 1973 through July 31, 1974.

The total cost over the three-year period is $5,631,259.

The portion of this amount (which is reflected in our gallonage fee) chargeable to the Care-Taking operation is approximately 1.03%, to the Maintenance operation is approximately 31.09% and to the actual Into-Plane operation is approximately 67.88%.

6. As indicated in paragraph 5, we have included in our bid the cost of interest during construction of the garage ($81,570). This is because payment will have to be made to the contractor during construction, but we would be reimbursed only our "cost of the construction work" as defined on page 16. Normal accounting principles would allow this interest to be capitalized and thus amortized separately without inclusion in the gallonage charge. If this practice is followed we would reduce our gallonage charge accordingly.

Further, the difference between the 6% interest rate paid the Operator by the Port Authority and current interest rates could also be kept out of the gallonage charge if a realizable interest could be established.

7. Our proposal is based on the following additional assumptions:

a) Our costs do not include any allowance for capital or other repairs to bring the North Tank Farm up to Port Authority standards which, although we know they will be material, we are not in a position to estimate at this time.

b) Certain items of equipment will have to be purchased by us in the performance of the contract as capital items rather than as parts, equipment, materials and supplies reimbursable by the Port Authority. Following are representative examples of such equipment that will be required:

A-Frames
Jacking and Lifting Equipment
Special Non-Sparking Tools
Meter Prover
Single Element Tester

This equipment, purchased by Allied, would be amortized over a five-year period and is included in our cost on this basis. Upon expiration of this agreement or any extension hereof or upon earlier termination of the agreement, the Port Authority would pay us our unamortized cost and we would transfer to the Port Authority all of our right, title and interest in such equipment.

c) The request for proposal states "upon acquisition by the Operator of the fuel trucks to be constructed, the Port Authority shall reimburse the Operator for the fair rental or fee value of the trucks used by it during the interim period." In this case we have assumed the reimbursement for the fair rental or fee value will include interest on the rental paid (not included in our cost) or, alternatively, we will be reimbursed this rental on a monthly basis.

Further, we have assumed that this fair rental or fee value will include costs included in a typical oil company automotive equipment lease, including maintenance and requiring insurance coverages to be carried by the lessee. A representative sample of such a lease is attached as Exhibit G.

d) We have assumed that certain costs, such as expenses of employment, pre-employment medical examinations, training expenses and other pre-commencement costs are proper charges, and have included these items in our into-plane fueling rates, notwithstanding the fact they may be incurred prior to the actual commencement of the operation.

e) The insurance limits to be provided by Allied are in excess of those required under Article XIII, Indemnity; Liability Insurance, as follows:

(i) Comprehensive General Liability

Bodily Injury	$ 5,000,000 each occurrence
Property Damage	$ 5,000,000 each occurrence

(ii) Excess Comprehensive

General Liability	$90,000,000 each occurrence

This is the minimum coverage required by the airlines at our 15 fueling operations.

f) We assume our bid could be renegotiated in the event the scheduling pattern for Newark International Airport would be materially changed due to legislation regulations, agreements or other acts of The Port Authority, the Federal government or any state or local government.

As required on pages H and I of our Proposal for fueling services at Newark International Airport, we hereby certify:

(i) we can obtain the insurance certificates required by the Proposal;

(ii) we presently employ five qualified engineers, whose qualifications are summarized on pages 7 and 8 of this Attachment;

(iii) the fifteen airports where we provide fueling services in the United States and Canada, as listed on pages 3, 4, 5 and 6 of this Attachment;

(iv) that none of our airport fueling contracts have been cancelled;

(v) the names of the key personnel on our staff we would assign to this operation, as listed on pages 9, 10 and 11 of this Attachment;

(vi) that the bid price submitted was arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to the bid price with any other bidder or any other competitor; that the contract gallonage prices quoted in the

Allied

Proposal have not been and will not knowingly be disclosed, directly or indirectly, by the bidder to any other bidder or to any competitor prior to the final opening of the bidder's proposal; and that no effort or communication 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;

(vii) we are prepared to demonstrate that we can meet the minimum standards and qualifications contained in paragraphs 3(a), (b) and (c) listed on pages G and H of the Proposal.

Allied Maintenance Corporation

By_____
D. H. McCampbell
President

Attest:

_____
Secretary

(Seal)

CONFORMED COPY

LAN-652

Newark International Airport, Newark, New Jersey

Maintenance, Operation and Care-Taking

Underground Aviation Fuel System

Information for Bidders

(1) The General Scope of the Operations

The Port Authority of New York and New Jersey (hereinafter called "the Port Authority") shall complete the construction of an Underground Aviation Fuel System now being installed at Newark International Airport, Newark, New Jersey (a schematic drawing of which System is attached hereto and designated "Exhibit A-A"), which shall consist of a Bulk Storage Area, including storage tanks, facilities for unloading over-the-road fuel trucks and incidental physical facilities for the receipt, storage and distribution of aviation fuel by underground pipelines, pumps and piping. The Underground Aviation Fuel System (hereinafter sometimes referred to as "the Underground Fuel System" or "the System" shall include the Bulk Storage Area, pipe distribution lines, underground fuel hydrants, floating roof tanks with fixed-cone roof and appurtenances within dike walls, pump suction piping and manifolds, pump filter-separators, controls, water tanks, the fire-protection system and appurtenances necessary and adequate for the transfer of aviation fuel from the storage tanks located in the Bulk Storage Area through the pipe distribution lines to underground fuel hydrants. The Bulk Storage Area shall also include such truck fuel stations as may be installed therein by the Port Authority. The tanks, piping, pumps and appurtenances will be so arranged as to permit the receipt, storage and distribution of eleven (11) segregated supplier-grades of aviation fuel.

The fuel distribution facilities of the System shall include piping, manifolds and appurtenances from the Bulk Storage Areas to the terminal distribution units, the pipelines, hydrant valves, approximately 20 hydrant carts, surge suppressors, emergency shutoff system and related appurtenances all as more particularly shown and described on the plans designated and marked "Exhibit A" and on the specifications designated and marked "Exhibit A-1", which Exhibits because of their bulk are being separately delivered to prospective bidders and which Exhibits are deemed incorporated into and made a part of this Agreement and the Proposal herein.

The Underground Fueling System, the Fuel System or the System as such terms are used herein shall include and be deemed to extend to the presently existing fuel farm at the Airport

which fuel farm is known as the North Tank Farm. In addition to the operation of the Underground Pipe Lines from the Bulk Storage Area as provided herein the Operator at the time or times hereinafter provided shall take over the operation and maintenance of the North Tank Farm and distribute by means of fuel trucks and to all fueling locations north of Runway 11-29 and by means of Fuel Trucks from Bulk Storage Area in emergency situations, aviation fuel and perform into-plane fueling for Airline Lessees (which shall include Airline occupants and Airline Sub-lessees) of Passenger Terminal Buildings A and B (when not fueling at their Gate Positions) non-lessee Airlines, including Scheduled and Non-Scheduled, excluding itinerant, private, non-commercial corporate planes and air taxis and helicopters as more specifically provided in Article IX of the Proposal.

The Operator shall also deliver fuel, as required, at the North Tank Farm into Fuel Trucks operated by the Fixed Base Operator.

Attached to the Proposal and included therein and made a part hereof as Exhibit D is a "Bid Sheet" on which the Bidder will set forth gallonage rates for different range volumes. This Bid Sheet consists of four columns, designated A, B, C and D. Column A bears the caption "Range of Annual Delivery of Into-plane gallons". This Column contains seven different possible gallonage ranges. Column B bears the caption "Rate Per Gallon" and contains seven blank spaces each corresponding with a gallonage range. Each range has been assigned a weight factor which weight factors are set forth under Column C. The Bidder shall set forth under Column B a range rate per gallon for each of the seven ranges listed under Column A. Each range rate will be multiplied by its rate factor and the resulting product for each range shall be placed in the corresponding line under Column D. The seven products thus obtained shall be added together and the sum total divided by nineteen. The quotient resulting from such division shall constitute the Bidder's bid. The monthly compensation payable to the Bidder in any month shall be determined in accordance with the provisions set forth in the first two paragraphs of Article XII of the Proposal. The rates specified on the Bid Sheet under Column B shall be the rates in effect for the corresponding ranges for the three-year period commencing May 1, 1973.

Prospective bidders shall take note of the fact that Passenger Terminal Buildings A and B at Newark International Airport and the Gate Positions abutting such Terminal Buildings where most of the into-plane fueling services hereunder are to be provided will be completed and occupied in stages and during the initial occupancy period the fueling services may be rendered more difficult

due to construction activity and the completion of Passenger Terminal Buildings A and B and their appurtenances. The prospective bidders should also note that the Underground Fueling System or the System shall not be activated for the performance of into-plane operations until the commencement of operations in either Passenger Terminal Building A or Passenger Terminal Building B by the first Airline Lessee to commence flight operations at either of such Passenger Terminal Buildings. Accordingly, for the period commencing May 1, 1973 and continuing until the activation of the Underground Fueling System and the commencement of actual into-plane fueling the Operator of the System will perform care-taking operations only. Thereafter, the Operator's obligations hereunder will be principally to perform all necessary operations requisite to the receipt, storage of aviation fuel in the Bulk Storage Area and the into-plane pipe line distribution of such fuel at the Airport, all maintenance operations required of the Operator under the Proposal and also such care-taking operations as may be required for the remaining portion, if any, of the System which still remains unactivated. The Airline Lessees of Passenger Terminal Buildings A and B estimate that their facilities in the Terminal Buildings will be completed and ready for operation somewhere between July 1, 1973 and August 1, 1973.

The into-plane fuel distribution of aviation fuel into planes shall be principally by means of the use of the underground fuel pipe lines in transporting fuel from the Bulk Storage Area tanks to hydrants located below the pavements of the various Aircraft Gate Positions and from such hydrants through hydrant carts into aircraft of Airline occupants of the Passenger Terminal Buildings. In the event of emergency, breakdown of the System or where the System cannot meet or accommodate the normal demands of Airline Users, or where the into-plane fueling is to be performed in areas other than various Aircraft Gate Positions, the Operator, as directed by the Port Authority and as part of its operations under the Proposal, shall deliver aviation fuel from the Bulk Storage Area by means of fuel trucks to all aircraft requiring such fueling.

The Operator shall not perform any operations at the North Tank Farm or distribute or make any deliveries of aviation fuel therefrom to any Airline Users until such time as actual flight operations commence at either Passenger Terminal Building B or Passenger Terminal Building A, whichever is first completed and then only to Aircraft Users of the Passenger Terminal Building first completed. When both Passenger Terminal Buildings have been completed and actual flight operations are in progress in both Passenger Terminal Buildings, the Operator shall take over the complete operation of the North Tank Farm including, as required, all fuel deliveries therefrom and also distribute

and make all into-plane deliveries of aviation fuel to aircraft of all Airline Users located in the area of the North Tank Farm.

(2) Guidelines and Requirements for Bid Proposals

(a) The bidder should carefully study all papers, instructions and the form of the Proposal contained within this booklet.

(b) The bidder shall not staple or take apart this booklet at any time.

(c) In order to assure that the bids will be directed to the proper office all bid proposals shall be submitted in duplicate on the form bound herewith, contained in the annexed self-addressed envelope and be received in the Office of the Director of General Services of the Port Authority, Room 900, 111 Eighth Avenue, New York, New York 10011 on or before 11 A.M., E.S.T., March 23, 1973. The bidders are hereby advised that the Proposal shall not be publicly opened and read and that after receipt and analysis of proposals, revisions in the contract requirements may be discussed with the bidders, either alone or in concert. The return of one copy of the Proposal within forty-five (45) days thereafter with the Port Authority's acceptance endorsed thereon will effectuate the contract.

(d) In submitting its Bid under Exhibit D as heretofore provided the bidder shall set forth a per gallon rate, for each volume range, carried out to the fifth decimal place in each instance.

The bidder shall also submit with its Bid Proposal a detailed analysis of the assumptions and facts upon which its particular Proposal is made and the gallonage rates determined, including, among other things, what portion of the gallonage fee is charged to care-taking operations, maintenance operations, and actual into-plane operations including both truck and pipe line distribution.

(e) Each copy of the Proposal shall be signed in the blank provided and the bidder's address filled in. If the bidder is a corporation, it should be signed by an executive officer of the corporation, the corporate seal of the bidder shall be affixed and a copy of the certificate of incorporation annexed to the Proposal. If the bidder is a partnership all general partners of the firm must sign the Proposal.

(f) If requested so to do, by the Port Authority's Director of General Services, the bidder, within two days after receipt of such request, shall furnish to the Port Authority's Director

of General Services a condensed balance sheet showing the net worth of the bidder as of a date not earlier than forty-five (45) days prior to the date of the submission of the Bid Proposal, or in lieu thereof a condensed balance sheet showing the net worth of the bidder as of a date not earlier than the end of the preceding fiscal year together with a statement in writing signed by a duly authorized representative of the bidder, that the present financial condition of the bidder is at least as good as that shown on the balance sheet submitted.

(g) The estimated dates of the commencement of actual fuel operations in the two Passenger Terminal Buildings are not intended as and shall not be deemed to be a representation, guaranty or warranty that into-plane fueling operations will commence on such dates or either of them or as to when the several Airline Lessees will commence occupancy of Passenger Terminal Buildings A or B or the use of their Gate Positions. Each prospective bidder by submitting its proposal herein thereby expressly agrees that it has not relied upon the estimated dates (including the estimate as to the time of care-taking operations) and the bidder thereby fully releases the Port Authority from any and all obligations and responsibility if such estimated dates prove to be incorrect or not even approximately correct.

All bidders are urged to carefully examine and study the Underground Aviation Fuel System and to conduct their own investigations so as to be able to make their own determinations as to when into-plane operations will probably commence and with what Airlines. Inspections may be made by communicating with the General Manager, New Jersey Airports, Newark International Airport, Area Code 201, Tel No. 624-7900, Monday through Friday, between the hours of 9 A.M. and 4:45 P.M.

Any questions by prospective bidders concerning the Proposal or any of the matters contained in this booklet may be addressed to Mr. John D. Gaskin, Tel. No. (212) 620-7268 who, however, is authorized only to direct the attention of prospective bidders to various portions of the Proposal so that they may read and interpret such portions for themselves. Neither Mr. Gaskin nor any other employee of the Port Authority is authorized to give interpretations of any portion of the Proposal or to give information as to the requirements of the Proposal in addition to those contained therein. Interpretations of the Proposal or additional information as to its requirements, where necessary, shall be communicated to

bidders by written addendum only, issued over the name of the Director of General Services of the Port Authority or his designee which addendum should be considered a part of the Proposal. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Port Authority, its Commissioners, agents or employees shall impair or limit the effect of the obligations, undertakings, or warranties of the Operator as contained in the Proposal.

The Port Authority shall allocate, rent free, to the successful bidder, a plot of ground upon which the bidder will be required to erect and construct, within eighteen months following the date of the acceptance of the bidders' proposal, at its expense a building adequate for the servicing, maintenance and repair of the bidder's fuel trucks and other equipment used by the bidder in its operations including the fuel hydrant carts. The proposed building will also serve for the location of maintenance lockers and other storage facilities all as more specifically provided in Article VIII of the Proposal.

In determining its volume range gallonage rate the bidder shall not include nor consider the purchase price of the fuel trucks to be acquired hereunder nor the cost of the construction of the building required to be built by the bidder. The monthly amortization of the capital investment in such trucks and the building, plus interest equal to six percent (6%) per annum on the declining unpaid balance of the capital investment shall be paid to the bidder as additional compensation set forth in Article VIII of the Proposal.

The Port Authority reserves the unqualified right in its sole and absolute discretion to reject any one or all of the bids submitted or to accept that bid, if any, which, in its judgment under all of the circumstances, best serves the public interest. The Port Authority also reserves the right to waive defects in any bid proposal.

The following terms whenever they occur either in the "Information for Bidders" or the "Proposal" or in any of the Exhibits attached to the Proposal or forming a part thereof by incorporation hereunder by reference, or any other bid papers forming a part of the proposal shall be construed as follows:

The terms "General Manager of New Jersey Airports", "Manager" and/or "Facility Manager" as the same are used herein or in the Proposal shall mean the Port Authority's General Manager of New Jersey Airports acting either personally or through his duly authorized representative or acting within the scope of the particular authorits vested in him.

The term "Facility" shall mean lands and premises of The Port Authority of New York and New Jersey, Newark International Airport, located principally in the City of Newark, County of Essex and partly in the City of Elizabeth, County of Union, both in the State of New Jersey.

The term "Aviation Fueling System" or "the Underground Fueling System" or "the Underground Aviation Fuel System" or "the System" shall be deemed to be interchangeable terms.

The term "Contract" shall mean and include "Information for Bidders", the "Proposal" (including any written addenda issued in connection either with Information for Bidders or with the Proposal) and all Exhibits attached hereto or contained in this form of booklet or separately delivered to prospective Bidders and incorporated herein by reference.

The term "Operator" shall mean the successful low bidder or the person to whom the contract for the operation of the System is awarded.

(3) Qualification of Bidders

Any bidder submitting a Bid Proposal hereunder thereby represents that it is prepared to demonstrate to the Port Authority's satisfaction that it can meet the following minimum standards and qualifications:

(a) that the bidder has been in continuous existence in the underground into-plane aviation fueling distribution business with Scheduled Aircraft Airlines for not less than five years immediately preceding the submission of this bid proposal. In construing this requirement the Port Authority may, if it deems it advisable and in its sole and absolute discretion, consider a proposal where the persons or entities operating, owning and controlling the bidder have been in the

business of operating and maintaining underground into-plane aviation fueling systems for the aforesaid number of years or have owned, operated and controlled other entities which have been in the said business for the aforesaid number of years.

(b) that the bidder has established a reputation for efficiency in the following services:

(i) the maintenance and operation of underground aviation pipe line fuel systems consisting of the into-plane fueling of aircraft used and operated by Scheduled Airlines, which into-plane fueling operations performed by the bidder involved use of hydrants and hydrant carts; and

(ii) that the bidder has successfully operated a fuel storage and hydrant fueling system capable of providing for the delivery and accomplishment of into-plane fueling by the bidder of not less than 500,000 gallons of aviation fuel per day;

(c) that the bidder for the immediately preceding year, shall have had gross receipts of not less than Three Million Dollars and No Cents ($3,000,000.00) derived solely from its operations and maintenance of an underground into-plane fuel aviation system.

(4) Certification by the Bidder

(a) The bidder shall accompany its Proposal with the following certifications:

(i) that it can obtain the insurance certificates required of the Operator by the Proposal;

(ii) as to the names of its officers, and directors and as to the names of its shareholders (if not publicly-owned) and a statement as to whether the bidder employs or retains qualified engineers and if so, how many;

(iii) the name of the Airport or Airports where the Operator has operated or is presently operating a fuel system, the period of operation

and a description of the operations, that is, whether fixed-base, tank farm or into-plane and the number of gallons handled for such Airlines annually in each category of service;

(iv) that none of its airport fueling contracts were cancelled or if cancelled the circumstances involved in such cancellation;

(v) the names of the personnel on its staff who will be assigned to the care-taking services and operation and maintenance of the Fuel System at Newark International Airport together with a statement as to the experience of such personnel;

the bidder shall submit to the Port Authority with its bid the details of proposed staffing of personnel including but not limited to Manning Tables; the Port Authority will use this data in evaluating the bidder's bid proposal;

(vi) that the bid price submitted was arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to the bid price with any other bidder or any other competitor; that the contract gallonage prices quoted in the Proposal have not been and will not knowingly be disclosed, directly or indirectly, by the bidder to any other bidder or to any competitor prior to the final opening of the bidder's proposal; and that no effort or communication 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; and

(vii) the foregoing certification 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 the certification as to non-collusion as the act and deed of the corporation.

If the bidder cannot make the foregoing certifications required under subparagraph (vi) the bidder shall so state and shall furnish with its bid a signed statement setting forth the reason in detail, why the bidder cannot make such certification.

The use of the pronoun "it" shall be deemed to include the personal pronouns "he", "she", "his", "here", "they" or "them" as the text may require.

A bidder not having the qualifications required of bidders under Section (3) pages G and H of this Information for Bidders, but possessing other qualifications which it considers equal to or greater than the standards and qualifications set forth in said Section 3 may submit with its bid a precise statement, certified as above provided, of its qualifications together with attached proof as to why it considers such qualifications to be equal to or greater than the qualifications set forth in said Section 3. Permission to submit a bid by a bidder not having the qualifications required in said Section 3 shall not in any wise be deemed an agreement to waive, or modify the qualifications in said Section 3 or to constitute an agreement to consider or to accept qualifications other than those contained in said Section 3. If the Port Authority decides to consider any qualifications other than those required in said Section 3, it, and it only, shall be the sole and final judge as to whether such other qualifications are equivalent to those required in said Section 3.

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

AVIATION DEPT.
FILECOPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 1

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 1, 1976, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973, and a letter agreement dated February 3, 1975 (all of the foregoing being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and care-taking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, the parties desire to extend the effective period of the Agreement and amend it in certain other respects:

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree to amend the Agreement, effective as of May 1, 1976, as follows:

1. The letter agreement dated February 3, 1975 shall be deemed deleted from the Agreement and shall no longer constiute a part thereof.

2. The effective period of the Agreement is hereby extended to and including April 30, 1979, subject to earlier termination or revocation as provided therein.

3. Article I shall be amended by deleting from the first line of the last subparagraph thereof appearing on page 3 of the Proposal the words "effective period of this System" and inserting in lieu thereof the words "effective period of this Agreement."

4. The first subparagraph of Article II appearing on page 1 of the Proposal shall be amended by deleting the following from the fourth line thereof: "(which shall be deemed to include Airline Sublessees)".

5. The third subparagraph of Article II appearing as the first subparagraph on page 4 of the Proposal shall be amended to read as follows:

> "As part of its services hereunder in operating the System, the Operator, on behalf of each Airline Customer and as agent of each such Airline Customer shall accept from the Aviation Fuel Suppliers the aviation fuel delivered by each such Aviation Fuel Supplier on behalf of its Airline Customer. The acceptance of aviation fuel by the Operator on behalf of each Airline Customer shall be limited to the extent that the fuel tank storage capacity made available to the Aviation Fuel Supplier of the respective Airline Customer is sufficient to accommodate such aviation fuel delivered for such Airline Customer."

6. The fourth subparagraph of Article II appearing as the second subparagraph on page 4 of the Proposal shall be amended to read as follows:

> "The Operator, on behalf of those of the Airline Customers who have requested and authorized the Operator so to do, shall check each delivery of aviation fuel both as to quantity and quality. In this connection the Operator agrees that at the time of delivery of aviation fuel on behalf of such Airline Customers the Operator shall examine the fuel and make such tests as such Airline Customers reasonably may prescribe and shall reject any aviation fuel which fails to meet the prescribed tests. The Operator shall have no further obligation or liability except for deterioration in quality resulting from the negligent operation of the System by the Operator or any failure on the part of the Operator to comply with its obligations under the Agreement."

7. The fifth subparagraph of Article II appearing as the third subparagraph on page 4 of the Proposal and as previously amended by Item 1 of Subdivision II of the Addendum shall be further amended as follows:

(a) The words "Lessee" or "Lessees" appearing in the second, fifth, seventh, tenth and nineteenth lines thereof shall be deemed deleted and the words "Customer" or "Customers" respectively shall be deemed inserted in lieu thereof.

(b) The word "operator" appearing in the ninth line thereof shall be amended to read "Operator".

(c) The words "Aviation Fuel" shall be inserted before the word "Suppliers" appearing in the fourteenth line thereof.

(d) The word "Lessee" appearing in the fourteenth line thereof shall be deemed deleted.

8. The sixth subparagraph of Article II appearing as the fourth subparagraph on page 4 of the Proposal shall be amended to read as follows:

> "The Operator shall not commingle the aviation fuel delivered to it at the Airport on behalf of

any Airline Customer by different Aviation Fuel Suppliers, but aviation fuel of the same Aviation Fuel Supplier and of the same specifications delivered on behalf of two or more Airline Customers may be commingled, with the Operator assuming the obligation to account to each of such Airline Customers for such aviation fuel delivered respectively for each Airline Customer. Nothing herein contained shall prohibit two or more Airline Customers from commingling and requiring the Operator to commingle any of their aviation fuel with any other aviation fuel having the same specifications upon their mutual agreement to do so, regardless of their having different Aviation Fuel Suppliers. The Port Authority shall from time to time furnish the Operator with a list of the Aviation Fuel Suppliers. The Operator shall make available to the Aviation Fuel Suppliers such existing tanks as are necessary for the proper operation of the System as such tanks may from time to time be provided by the Port Authority (it being understood and agreed that the Port Authority may at any time and from time to time modify or otherwise alter the System including the number, type and location of the tanks comprising a part thereof). The Operator shall, upon notice from the General Manager so to do given at any time and from time to time, change such tank assignments in accordance with his directions."

9. The seventh subparagraph of Article II appearing as the first complete subparagraph on page 5 of the Proposal shall be amended to read as follows:

"Notwithstanding the acceptance of aviation fuel from the various Aviation Fuel Suppliers on behalf of the different Airline Customers and the storage of such fuel in the storage tanks in the Bulk Storage Area and the North Tank Farm, nevertheless, title to all such aviation fuel shall remain in the Aviation Fuel Supplier thereof until into-plane delivery of such fuel has been made into the aircraft fuel tanks of the Aviation Fuel Supplier's Airline Customers (or in the case of the Fixed Base Operator into trucks of the Fixed Base Operator), at which time title to such aviation fuel shall pass to the respective Airline Customer."

10. The eighth subparagraph of Article II appearing as the second complete subparagraph on page 5 of the Proposal shall be amended by deleting the words "user of the System" from the third line thereof and inserting the word "Lessee" in lieu thereof, and by inserting the word "Lessee" after the word "Airline" in the fourth line thereof.

11. The tenth subparagraph of Article II appearing as the fourth complete subparagraph on page 5 of the Proposal shall be amended by deleting the words "of the System" from the second line thereof.

12. Article III shall be amended to read as follows:

"Article III. General Maintenance Operations

(a) At all times during the effective period of the Agreement, the Operator, except as specifically provided to the contrary in any other provision of the Agreement, shall take good care of the System making and performing all maintenance and repair thereof, including but not limited to the performance of all routine maintenance and routine preventive maintenance including replacement of parts, all as necessary or appropriate to keep the System in a good, safe, working and operable condition.

Without limiting the generality of the foregoing and with respect to the foregoing maintenance portion of the obligations of the Operator, the Operator agrees that the maintenance operations hereunder shall be performed in such manner and with such frequency and with such quality of workmanship so as to maintain, preserve and protect at all times the System and keep the same free from such defects and deteriorating factors as are preventable by the sound, efficient and diligent performance of such maintenance operations.

The Operator shall perform all maintenance and repair obligations in accordance with the accepted practices existing in the Petroleum, Storage, Tank and Aviation Fueling Industry and with all applicable rules and regulations of the Federal Government, the State of New Jersey, the cities of Newark and Elizabeth and other regulatory bodies regulating practices in maintenance and repair of a system such as the System.

The Operator shall provide all parts, equipment, materials, tools and supplies as may be necessary in the performance of its maintenance and repair obligations as aforesaid, except filters which shall be provided by the Port Authority at its expense, all of the foregoing being hereinafter collectively called 'the reimbursable items'. The Operator shall also provide the fuel to be consumed by the hydrant carts used by the Operator in its operations under the Agreement, the foregoing being hereinafter called 'the reimbursable fuel'. The Operator shall also provide telephones in the Building to be used only for reasonable and necessary telephone service in connection with the Operator's obligations under the Agreement, the foregoing being hereinafter called 'the reimbursable utility'.

(b) The Operator agrees that it shall employ diligent and all reasonable means and efforts to observe, survey and check the System so as to be able to

ascertain the need for any maintenance or repair covered under paragraph (g) hereof. The Operator shall notify the Port Authority promptly upon the discovery of the need for such maintenance and repair as well as any breakdown, defects or malfunctions in the System.

(c) The Operator recognizes that its obligations pursuant to paragraph (a) hereof require it to keep a staff of full time maintenance and repair personnel able to satisfactorily perform said obligations. Without in any way limiting the Operator's responsibility for the performance of the said obligations, the Port Authority acknowledges that occasions arise where the System requires items of maintenance or repair for which full time maintenance and repair personnel are not kept. On such occasions the Operator may engage an outside contractor for the performance of such maintenance and repair (hereinafter called 'the reimbursable services'). Notwithstanding the foregoing, it is hereby understood that all routine maintenance and repair (including routine preventive maintenance) is to be performed by the Operator's personnel, and the foregoing is not to be deemed to constitute an agreement by the Port Authority or any implication that any other items of maintenance and repair will constitute items of 'reimbursable services'.

(d) The cost to the Operator of its maintenance and repair obligations to be reimbursed by the Port Authority pursuant to paragraph (e) hereof (hereinafter called 'the reimbursable maintenance cost') shall consist of the following:

(1) net cost, after deducting cash and trade discounts, rebates, allowances, credits, commissions and refunds (whether taken by or allowed or allowable to the Operator) of the reimbursable fuel and the reimbursable items, provided, however, that where the cost of any one of the said reimbursable items shall exceed $500.00, the cost of the said item shall not be included herein unless prior to the purchase thereof the Operator received the written consent of the General Manager;

(2) the amounts paid to any outside contractors for the performance of the reimbursable services (the Operator agreeing that it will at all times engage in arms length transactions with said outside contractors so as to achieve and secure fair and equitable prices), provided, however, that where the cost for the reimbursable services on any one occasion exceeds $500.00, the cost of said reimbursable services for that occasion shall not be included herein unless prior to engaging the outside contractor for the performance thereof the Operator received the written consent of the General Manager;

(3) four percent (4%) of the sum of items (1) and (2) above, up to a total of $30,000.00 for the period from May 1, 1976 to April 30, 1979; and

(4) the charges paid by the Operator to the appropriate public utility in the vicinity for the reimbursable utility.

The cost of any item of personal property purchased by the Operator under the Agreement which is to be reimbursed by the Port Authority shall be deemed to include the sales tax thereon. Notwithstanding the foregoing, however, the Port Authority does not intend to nor will it reimburse the Operator for any other tax nor will it reimburse the Operator for any sales tax on which the Port Authority may be entitled to an exemption, and which exemption is, by the nature of this Agreement, available to the Operator (whether or not taken by the Operator).

(e) The Operator shall furnish to the Port Authority no later than twenty (20) days after the end of each calendar month during the effective period of the Agreement a statement of a responsible fiscal officer of the Operator setting forth in such detail as requested by the Port Authority the reimbursable maintenance cost for the preceding month. Within thirty (30) days after the receipt of such statement by the Port Authority the Port Authority shall pay the reimbursable maintenance cost to the Operator. Title to the reimbursable items shall vest in the Port Authority as of the date of the acquisition thereof without the execution of any further instrument by the Operator, provided, however, the Operator agrees that it shall execute and deliver promptly to the Port Authority such instrument or instruments as the Port Authority may deem necessary or desirable in connection with the transfer of title of the reimbursable items to the Port Authority.

(f) It is hereby specifically agreed that, notwithstanding any prior procedure, practice or payment, the Operator and not the Port Authority will bear the expense of fuel consumed by the Service Fleet (as hereinafter defined) used by the Operator in its operations under the Agreement and the same will not be reimbursed by the Port Authority.

(g) Notwithstanding the provisions of paragraph (a) hereof, the Operator shall have no obligation hereunder to perform the following items of maintenance and repair:

(1) the interior or exterior painting of twelve 375,000 gallon tanks and fourteen 504,000 gallon tanks located in the Bulk Storage Area;

(ii) the repair and painting of fencing;

(iii) the grading, paving and surface drainage of the System;

(iv) the making of roadway repairs;

(v) the relamping of highlights in the Bulk Storage Area;

(vi) all maintenance and repair of underground water lines;

(vii) all maintenance, repair and replacement other than routine preventive maintenance or routine replacements, required as a result of subsidence or collapse of the earth;

(viii) repairs either of a capital nature or otherwise necessary to bring the North Tank Farm up to a condition superior to that obtaining therein as of May 1, 1976.

(h) (1) Notwithstanding any other provisions of this Agreement, the Operator shall repair, replace, repaint or rebuild all or any part of the System which may be damaged or destroyed (i) by the acts of the Operator or by those of its employees, guests or invitees or of others doing business with the Operator other than the Port Authority and other than acts properly and not negligently performed by the Operator or by its employees, guests, invitees or others doing business with the Operator which acts the Port Authority has requested the Operator to perform, or (ii) by the failure or omissions of the Operator, its employees, guests or invitees or of others doing business with the Operator to perform any of the obligations imposed upon it under the Agreement.

(2) The obligation of the Operator as set forth in subparagraph (1) above (in the event that damage or destruction caused by the acts or omissions of the Operator or by those of its employees, guests or invitees or of others doing business with the Operator, is covered by any contract of insurance under which the Port Authority is the insured) is hereby released to the extent that the loss is recouped by actual payment to the Port Authority of the proceeds of such insurance; provided, however, that, if this release shall invalidate any such policy of insurance or limit or void the Port Authority's rights thereunder, then this release shall be void and of no effect."

13. Article IV shall be amended by inserting the following sentence at the end of the first subparagraph thereof:

"In addition, the Operator shall perform all fueling operations in accordance with the accepted practices existing in the Petroleum, Storage, Tank and Aviation Fueling Industry and with all applicable rules and regulations of the Federal Government, the State of New Jersey, the cities of Newark and Elizabeth and other regulatory bodies regulating practices in aircraft fueling operations."

14. Article V shall be amended as follows:

(a) The second sentence of the first subparagraph thereof and the subparagraph inserted pursuant to Item 4 of Subdivision II of the Addendum appearing on page 5 thereof shall be deleted and the following shall be deemed inserted in lieu thereof:

> "The employees employed by the Operator for the performance of the work and services hereunder shall be qualified tank farm and into-plane fueling employees and the Operator will provide all maintenance and repairs of the System required under paragraph (a) of Article III, all into-plane fueling operations and all other operations required of it under this Agreement on a twenty-four hour, seven-day a week basis. In addition to the foregoing, the Operator shall provide a Manager who shall be in overall charge of and have overall responsibility for the Underground Fuel System and all operations of the Operator hereunder and who shall be available at all times for consultation with the General Manager, but who need not devote his time exclusively to his responsibilities in connection with this Agreement. As to the need for Ready-Room Space the Operator shall make the necessary arrangements for the same with the respective Airline Lessee or Lessees."

(b) The words "over its bid price within the applicable rate ranges" shall be deleted from the eleventh line of the third subparagraph thereof.

15. Article VI shall be amended to read as follows:

"Article VI. <u>Inspection and Rights of Entry</u>

(a) The Port Authority by its officers, employees and representatives shall have the right, at all times, to examine the supplies, materials, equipment and vehicles, including replacement parts, used or to be used by the Operator in the performance of its obligations under this Agreement. The Port Authority through its officers, employees, representatives and agents shall have the right at any time to enter upon the areas at the Airport where the Underground Fuel System and the Building (as hereinafter defined) are located for the purpose of inspecting the same, for observing the performance by the Operator 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) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, for its own benefit, for the benefit of the Operator, or for the benefit of others than the Operator at the Airport, to maintain existing and future utility, mechanical, electrical and other systems at the Airport and to enter upon the System and the Building 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 System and the Building new systems or parts thereof, and to use the System and the Building 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 operations of the Operator under the Agreement and the Port Authority shall at its own expense restore any portion of the Building or System affected by the Port Authority's actions under this paragraph (b) to substantially the condition it was in prior thereto.

(c) In the event that any property of the Operator 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 Operator 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 Operator shall fail to so move such property after direction from the Port Authority to do so, the Port Authority may move it and the Operator hereby agrees to pay the reasonable cost of such moving upon demand. If any property of the Operator as aforesaid is physically affixed so that the moving thereof as aforesaid will involve a reasonable cost of $1,000 or more, the Port Authority hereby agrees to pay the reasonable cost of such moving on demand.

(d) Nothing in this Article shall or 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 except as the same relates to any obligation on the Port Authority to restore contained in paragraph (b) hereof. The Port Authority shall not under this Agreement in any event be liable for any injury or damage to any property or to any person happening on or about the Building nor for any injury or damage to the Building nor to any property of the Operator 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).

16. Article VII shall be amended to read as follows:

"Article VII. Prohibited Acts

The Operator shall not do or permit to be done any act or thing upon the Airport (1) which will invalidate or conflict with any fire insurance, extended coverage or rental insurance policies covering the Building or any part thereof, or the Airport or any part thereof, or (2) which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the performance of the services and obligations hereunder. The Operator shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Board of Fire Underwriters and the Fire Insurance Rating Organization of New Jersey, of any body or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Operator at the Building or the Airport, and the Operator shall, subject to and in accordance with the provisions of paragraph (n) of Article VIII hereof and without limiting the effect of any other provision of the Agreement, make any and all non-structural improvements, alterations or repairs of the Building 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 Operator to comply with the provisions of this paragraph any fire insurance rate, extended coverage or rental insurance rate on the Airport or any part thereof, shall at any time be higher than it would otherwise be, then there shall be deducted from the amounts payable to the Operator pursuant to this Agreement an amount equal to the additional insurance premium payments charged to the Port Authority because of such violation or failure by the Operator."

17. Article VIII, as previously amended by Items 5 and 6 of Subdivision II of the Addendum and appearing on pages 5 and 6 thereof is hereby further amended as follows:

(a) (1) The designation "(a)" shall be deemed inserted before the first subparagraph of Article VIII appearing on page 10 of the Proposal, and all subparagraphs thereafter through and including the last subparagraph on page 13 of the Proposal and including those added by Items 5 and 6 of Subdivision II of the Addendum shall be deemed to be subparagraphs of paragraph (a);

(2) The third subparagraph of paragraph (a), appearing as the last subparagraph commencing on page 10 of the Proposal, as the same was amended by Item 6 of Subdivision II of the Addendum, shall be deleted, and the following shall be inserted in lieu thereof:

> "The building to be constructed shall, as to style, design, architecture and general appearance conform with Port Authority Drawing NA-7833, attached to this Proposal and made a part hereof as Exhibit F. The building shall contain a number of bays on both the first and second floors as shown on Exhibit F, not less than twelve of which bays measuring 10' x 35' shall be used as maintenance garage bays and not less than four maintenance bays measuring 18' by 70', one of which shall be used for painting of equipment, one of which shall be used for washing of equipment and one of which shall be used for welding of equipment. It is the Port Authority's estimate that the interior of the building will contain a minimum of 23,000 square feet, said building to be approximately 275 feet long, approximately 70 feet wide and two stories in height. Until the completion of the Building as defined in paragraph (f) hereof and thereafter for any period of time during which the Building or any portion thereof is not for any reason available for use by the Operator, the Operator recognizes that there will be no or there will be limited facilities for the storage, servicing, maintenance and repair of the Service Fleet (as hereinafter defined), the hydrant carts and other equipment used by the Operator in its operations hereunder, and that during such periods the Operator shall make its own arrangements to accomplish the foregoing, at no cost or expense to the Port Authority."

(b) (1) The designation "(b)" shall be deemed inserted before the first subparagraph on page 14 of the Proposal, and all subparagraphs thereafter through and including the second subparagraph (bearing the number (4)) on page 16 shall be deemed to be subparagraphs of paragraph (b);

(2) Subparagraph (3) of paragraph (b) shall be amended by deleting the words "paragraph (1)" from the ninth line thereof and inserting the words "subparagraph (1) of paragraph (b)" in lieu thereof.

(c) The third subparagraph on page 16 of the Proposal and the subparagraph on page 17 shall be deemed deleted and the following shall be inserted as paragraph (c) of Article VIII in lieu thereof:

"(c) (i) The Operator has entered into a contract with Harvy Construction Corporation (hereinafter called 'Harvy') dated June 14, 1974 (hereinafter called 'the construction contract') pursuant to which Harvy agreed to perform the construction work as the same is defined in the construction contract and in paragraph (a) of this Article VIII for the amount of $2,437,000.00 (hereinafter called 'the contract price'). At that time pursuant to paragraph (d) of this Article VIII Harvy secured a Performance Bond (hereinafter called 'the Performance Bond') with Harvy as the Principal, Argonaut Insurance Company as the Surety (hereinafter called 'Argonaut') and the Operator as the Obligee. Harvy also secured a Labor and Material Payment Bond (hereinafter called 'the L & M Bond') with Harvy as Principal, Argonaut as Surety and the Operator as Obligee. The Operator represents that Harvy defaulted in its performance of the construction contract.

Notwithstanding any other term or provision of the Agreement, it is expressly understood and agreed that the term 'the cost of the construction work' as used in this Agreement shall mean the sum of the following items to the extent that the inclusion of the same is permitted by sound accounting practice, and no other items of whatever kind or nature shall be so included:

(i) All payments made by the Operator to Harvy, as and to the extent that said payments were properly made in accordance with the construction contract for work, labor and services actually performed by Harvy for the construction work and payments made pursuant to an Affirmative Action Program as and to the extent that the same is in accordance with the provisions of paragraph (a) of this Article VIII.

(ii) All payments made by the Operator to Argonaut to complete the construction work after the termination by the Operator of the services of Harvy under the construction contract as and to the extent that said payments were properly made for work, labor and services actually performed by contractors retained by Argonaut for the construction work and were to be provided under the construction contract and payments made pursuant to an Affirmative Action Program as and to the extent that the same is in accordance with the provisions of paragraph (a) of this Article VIII, but

in no event shall the payments allowable under item (i) above and this item (ii) exceed the contract price or be for any work not to be performed under the construction contract for the contract price.

(iii) All payments made by the Operator to Harvy or to Argonaut for extra work and services not covered by the construction contract, if any, and not covered by the plans and specifications approved by the Port Authority pursuant to paragraph (a) hereof prior to the award of the construction contract by the Operator, and only to the extent that the Port Authority requested in writing that the Operator perform such extra work or services and only to the extent that the Port Authority approved in writing the cost of each item of extra work or services, but in no event shall the payments to be covered by this item (iii) exceed the amount of $ $130,000.00

(iv) All other costs for architectural and engineering services, administration and overhead, the same in the aggregate not to be in excess of ten per cent (10%) of the totals of (i) through (iii).

The Operator recognizes that as a result of the default of Harvy in performing the construction work the total cost of the construction work will exceed the cost of the construction work as defined in this paragraph (c). The Operator and Argonaut will be responsible for the excess with no reimbursement from the Port Authority. The Operator agrees that it shall institute proceedings against Harvy and Argonaut asserting all claims it may have against Harvy and Argonaut because of the default of Harvy under the construction contract and based upon the Operator's rights under the Performance Bond and the Operator shall use its best efforts in the prosecution thereof. It is hereby expressly understood and agreed that in the event there is recovered from Harvy or Argonaut or any receiver or any other legal representative of either or otherwise in any court of law or in any other proceeding, including without limitation thereto, bankruptcy and reorganization proceedings, or otherwise, said recovery of monies shall be retained by the Operator. However, the reasonable attorneys' fees of the Operator in effectuating said recovery of monies shall be deducted from the amount of the said recovery of monies, and then 50% of the resulting amount shall be deducted

from the cost of the construction work. The Operator shall keep the Port Authority fully advised of the status of the proceedings against Harvy and Argonaut by it, including any settlements (which shall not be made without Port Authority consent), and shall deliver to the Port Authority at its request such documents and information pertaining thereto as the Port Authority may from time to time request. It is expressly agreed that the obligations of the Operator under this sub-paragraph shall continue and survive the expiration or earlier revocation or termination of this Agreement.

(2) No later than three (3) days after the Completion Date the Operator shall submit to the Port Authority a statement (hereinafter called 'the first statement after completion') certifying the cost of the construction work as nearly as may be ascertained to such date. As further payments with respect to the cost of construction are made or ascertained, additional statements (hereinafter called 'additional statements after completion') shall be submitted by the Operator to the Port Authority certifying as to each such additional statement the cost of the construction work as of the date of each such additional statement as nearly as may be ascertained to such date until the cost of the construction work is finally determined. Each of said certificates shall (1) set forth in reasonable detail the amounts paid, to whom paid, by whom paid and what the payment was for, which have not previously been reported in certificates delivered to the Port Authority, all in accordance with this paragraph (c), (2) have attached thereto reproduction copies or duplicate originals of the invoices of the payees acknowledging the receipt by them of such amounts and payments, and (3) certify that the amounts and payments therein set forth constitute portions of the cost of the construction work for purposes of this Agreement. In its final statement of the cost of the construction work the Operator shall also certify that the Building has been constructed in accordance with the approved plans and specifications of the Operator; in compliance with all applicable laws, ordinances and governmental rules, regulations and orders and with all of the provisions of this Agreement; that the entire and complete cost of the Building has been paid; that there are no outstanding liens, mortgages, conditional bills of sale or other encumbrances of any kind with respect to the Building; that there are no unpaid claims of any kind whatsoever with respect thereto and that the proceedings brought by it against Harvy and Argonaut have been finally concluded. All certifications required hereunder shall be made by a responsible fiscal officer of the Operator.

The Operator shall permit the Port Authority by its agents, employees and representatives at all reasonable times during the performance of the construction work and for a period of three (3) years subsequent to the receipt by the Port Authority of

the last certified statement aforesaid to examine and audit the books of account of the Operator which pertain to the construction work, including without limitation any and all payments therefor; the Operator agrees to keep such records and books of account within the Port of New York District during such time. If in any statement, the Operator includes any item of 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 an item properly chargeable to the cost of the construction work under sound accounting practice and in accordance with the provisions of this Agreement, then within twenty (20) days after the completion of its examination and audit of any such statement, the Port Authority shall give written notice to the Operator stating its objections to the item and the ground therefor. If the Operator considers that the Port Authority's objection is wrongly taken, the Operator may, within ten (10) days after the Port Authority gives written notice, serve a written notice upon the Port Authority stating the grounds upon which the Operator considers the objection to be wrongly taken and in which event 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. The Port Authority agrees to use its best efforts to obtain such decision as promptly as possible."

(d) The designation "(d)" shall be deemed inserted before the first subparagraph on page 18 of the Proposal, and all subparagraphs on page 18 shall be deemed to be subparagraphs of paragraph (d);

(e) (1) The designation "(e)" shall be deemed inserted before the first subparagraph on page 19 of the Proposal, and all subparagraphs commencing on page 19 of the Proposal shall be deemed to be subparagraphs of paragraph (e).

(2) The first subparagraph of paragraph (e) shall be amended to read as follows:

"The Operator shall, throughout the effective period of this Agreement, assume the entire responsibility and shall relieve the Port Authority from all responsibility for all repair and maintenance whatsoever of and to the Building (as defined in subparagraph (1) of paragraph (f) hereof), whether such repair or maintenance be ordinary or extraordinary, structural or otherwise and without limiting the generality hereof, shall:

(i) keep at all times in a clean and orderly condition and appearance the

Building and all of the Operator's fixtures, equipment and personal property which are located in any part of the Building which is open to or visible by the general public:

(ii) take good care of the Building, maintain the same at all times in good condition, perform all necessary preventive maintenance including but not limited to painting (the exterior of the Building and areas visible to the general public to be painted only in colors which have been approved by the Port Authority), make all repairs and replacements inside and outside which repairs and replacements by the Operator shall be in quality and class not inferior to the original in material and workmanship, and the Operator shall promptly pay the cost and expense of such repairs, replacements, and maintenance;

(iii) provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or any regulations or provisions of the Agreement; and

(iv) perform and maintain such landscaping with respect to all portions of the ground area of the Building not paved or built upon as the Port Authority may require."

(f) The first complete subparagraph on page 20 of the Proposal shall be deemed deleted and the following shall be inserted in lieu thereof:

"(f) (1) The term "Building" as used in this Agreement shall mean the Fuel Farm Maintenance Building, the paved areas and landscaping and all other improvements located or constructed or to be located or constructed on the ground areas shown on Exhibit B-1 including the equipment permanently affixed or permanently located therein such as the heating, plumbing, sprinkler, fire protection and fire alarm, steam, sewage, refrigeration, communications, gas and other systems and their pipes, mains, lines, conduits and all paving, drains, culverts, ditches, catch basins and landscaping. Nothing contained in the foregoing description shall be deemed to indicate that the Port Authority has agreed to any extra work or services over and above that covered by the construction contract and the

plans and specifications approved under paragraph (a) hereof, all extra work and services to be established only pursuant to the provisions of paragraph (c) hereof.

(2) Notwithstanding any other term or provision of this Agreement or any notice that may have been given to the Operator by the Port Authority, the Completion Date of the Building for the purposes of this Agreement shall be Friday, August 13, 1976.

The Operator hereby represents to the Port Authority that the Building has been substantially completed and ready for use by the Operator as of the Completion Date and that such Building has been constructed in accordance with the approved plans and specifications and the provisions of this Agreement and in compliance with all applicable laws, ordinances and governmental rules, regulations and orders. Notwithstanding the fixing of the Completion Date as aforesaid the Operator shall promptly complete all unfinished or other items as may be designated by the Port Authority to the satisfaction of the Port Authority and the same shall not be deemed to be final completion of the construction work nor waive the requirement of the certificate called for in subparagraph (2) of paragraph (c) of this Article VIII. All risks from and after the Completion Date with respect to the construction and installation of the Building and any liability therefor for negligence or other reason shall be borne by the Operator. The Operator shall not use or permit the use of the Building for the purposes set forth in the Agreement until the Completion Date.

Retroactive to the first day of the month in which the Completion Date occurs and on the first day of each and every succeeding month thereafter until the final determination of the cost of the construction work, the Port Authority agrees to pay to the Operator an amount (hereinafter called 'the interim monthly amortization amount'), which amount shall be determined by applying a fraction to to the cost of the construction work as set forth in the latest certified statement of the Operator pursuant to subparagraph (2) of paragraph (c) hereof, the numerator of which fraction shall be one (1) and the denominator of which shall be three hundred (300). To each interim monthly amortization amount other than the first one, there shall be added interest on the declining unpaid balance of the cost of the construction work as determined as of said statement at the rate of six per cent (6%) per annum. As the interim monthly amortization amounts as aforesaid are determined upon subsequent certified statements of the Operator and up to the final determination of the cost of the construction work, there shall be added to the first interim monthly amortization amount payment determined on the basis of the latest such statement, an amount determined by applying a fraction to the difference between the amount of the cost of the construction work stated in the latest certified statement of the Operator and the amount stated in the certified statement of the Operator immediately preceding the same, the numerator of which fraction shall be the number of interim monthly amortization amounts paid on the basis of all prior statements of the cost of the construction work and the denominator of which shall be three hundred (300), but no interest shall be added to this amount.

On the first day of the month following the month in which the final determination of the cost of the construction work occurs and on the first day of each and every succeeding month thereafter during the effective period of this Agreement, the Port Authority agrees to pay to the Operator an amount (hereinafter called 'the monthly amortization amount'), which amount shall be determined by applying a fraction to the Building Investment (as hereinafter defined), the numerator of which fraction shall be one (1) and the denominator of which shall be three hundred (300), to which monthly amortization amount shall be added interest on the Building Unamortized Investment (as hereinafter defined) as of said date at the rate of six per cent (6%) per annum. At the time of the first monthly amortization amount payment there shall be added thereto, if applicable, an amount determined by applying a fraction to the difference, if any, between the Building Investment and the amount of the cost of the construction work as set forth in the last statement prior to the final determination of said cost, the numerator of which fraction shall be the number of interim monthly amortization amounts paid on the basis of all prior statements of the cost of the construction work and the denominator of which shall be three hundred (300), but no interest shall be added to this amount. In the event that the cost of the construction work as set forth in the last statement prior to the final statement and determination of said cost is greater than the Building Investment, the Operator shall pay to the Port Authority an amount determined by applying a fraction to the amount of the excess, the numerator of which shall be the number of interim monthly amortization amounts paid on the basis of all prior statements of the cost of the construction work and the denominator of which shall be three hundred (300), plus interest thereon at the rate of six percent (6%) per annum from the first day of the month following the month in which the Completion Date falls to the time of the first monthly amortization amount payment.

(3) Notwithstanding the foregoing provisions with respect to payments by the Port Authority of interim monthly amortization amounts based upon certified statements from the Operator, the Port Authority shall have the right without audit to reduce the amount used as the cost of the construction work in determining the interim monthly amortization amounts if it believes that the Operator has not properly applied the provisions of this Agreement in determining the cost of the construction work. If, pursuant to the procedures set forth in subparagraph (2) of paragraph (c) of Article VIII of the Agreement, the Port Authority's determination is proven to be incorrect and the payment of any amount due to the Operator has been improperly delayed as a result thereof, the Port Authority shall pay to the Operator interest thereon at the rate of 5% per annum for the period of the delay which interest payment shall be in lieu of and in liquidation of any damages to the Operator because of such delay.

(4) The term 'Building Investment' shall mean for the purposes of this Agreement the cost of the construction work less the amounts to be deducted therefrom pursuant to paragraph (c) of this Article VIII. The term 'Building Unamortized Investment' shall for the purposes of this Agreement be determined as of the date when the same is to be applied by applying a fraction to

the Building Investment, the numerator of which shall be determined by subtracting from three hundred (300) the number of interim monthly amortization amounts and monthly amortization amounts that have been paid and the denominator of which shall be three hundred (300). Upon the expiration of this Agreement or upon the earlier termination hereof, the Port Authority agrees to pay to the Operator the Building Unamortized Investment as of said date. Anything to the contrary notwithstanding, the Building Unamortized Investment payable by the Port Authority shall be reduced by the amount of any lien, mortgage, conditional bill of sale or other encumbrance or security interest of any kind or nature covering the Building, by the cost of any repairs, maintenance or other work that may have to be performed by the Port Authority in order to restore the Building to the condition required under Article XXIX of the Agreement and paragraph (e) of this Article VIII, and by any and all other amounts of whatever kind or nature which may be owing by the Operator to the Port Authority or the cost to the Port Authority of performing any obligation of the Operator under the Agreement which it has failed to perform."

(g) The following shall be added as paragraphs (g) through (o) of Article VIII:

"(g) Insurance

The Operator shall, commencing on the Completion Date and continuing during the effective period of this Agreement, insure and keep the Building insured to the extent of 100% of the replacement value thereof 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 Jersey 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 Jersey and the form of extended coverage endorsement prescribed as of the effective date of the said insurance by the Rating Organization having jurisdiction, and also covering 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 Jersey.

The aforesaid insurance coverages and renewals thereof shall insure the Port Authority, the Operator and the City of Newark, as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the Port Authority.

In the event the Building or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this paragraph (g), the Operator shall promptly furnish to the Port Authority such information and data as may be necessary to enable the Port Authority to adjust the loss.

The policies or certificates representing insurance covered by this paragraph (g) shall be delivered by the Operator to the Port Authority prior to the Completion 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, a valid provision obligating the insurance company to furnish the Port Authority and the City of Newark ten (10) 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 insurance which such policies are to renew.

Regardless, however, of the persons whose interests are insured, the proceeds of all policies covered by this paragraph (g) shall be applied as provided in paragraph (h) of this Article VIII; and the word 'insurance' and all other references to insurance in said paragraph (h) shall be construed to refer to the insurance which is the subject matter of this paragraph (g), and to refer to such insurance only.

The insurance covered by this paragraph (g) shall be written by companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Operator 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 said policies shall be delivered to the Port Authority."

"(h) Damage to or Destruction of the Building

(1) Removal of Debris. If the Building, or any part thereof, shall be damaged by fire, the elements, the public enemy or other casualty, the Operator shall promptly remove all debris resulting from such damage from the Building 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 Operator for that purpose.

(2) Minor Damage. If the Building, or any part thereof, shall be damaged by fire, the elements, the public enemy or other casualty but not rendered untenantable or unusable for a period of ninety (90) days in the opinion of the Port Authority, the Building shall be repaired with due diligence by the Operator in accordance with the plans and specifications for the Building as they existed prior

to such damage by and at the expense of the Operator and if such damage is covered by insurance, the proceeds thereof shall be made available to and be used by the Operator for that purpose.

(3) Major Damage to or Destruction of the Building. If the Building, or any part thereof shall be destroyed or so damaged by fire, the elements, the public enemy or other casualty as in the opinion of the Port Authority to be untenantable or unusable for ninety (90) days, or if within ninety (90) days after such damage or destruction the Operator notifies the Port Authority in writing that in its opinion said Building will be untenantable or unusable for ninety (90) days then, at the option of the Port Authority: (a) the Operator shall proceed with due diligence to make the necessary repairs or replacements to restore the Building in accordance with the plans and specifications for the Building 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 Operator; or (b) the Operator shall not restore the Building, but shall continue performing its obligations under the Agreement in all other respects; or (c) the Agreement shall be deemed terminated. The Port Authority shall notify the Operator in writing of its election pursuant hereto within ninety (90) days after the occurrence of such damage, and the Operator shall proceed in accordance therewith.

The obligation of the Operator to repair or replace shall be limited to the amount of the insurance proceeds provided the Operator has carried insurance to the extent and in accordance with paragraph (g) hereof. If such destruction or damage was covered by insurance, the proceeds thereof shall be made available to and be used by the Operator for such restoration. Any excess of the proceeds of insurance over the costs of the restoration shall be retained by the Port Authority. In the event the Port Authority elects not to require the Operator to restore the Building, the entire proceeds of insurance shall be retained by the Port Authority."

"(i) Signs

(1) Except with the prior written approval of the Port Authority, the Operator shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the Building so as to be visible from outside the Building. Interior signs affecting public safety and security shall be in accordance with established Port Authority standards.

(2) Upon the expiration or termination of the Agreement, the Operator shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the Building or elsewhere

at the Airport and in connection therewith shall restore the portion of the Building and the Airport affected by such signs or advertising to the same condition as existed prior to the installation of such signs and advertising. In the event of a failure on the part of the Operator so to remove, obliterate or paint out each and every such sign or advertising and so to restore the Building and the Airport, the Port Authority may perform the necessary work and the Operator shall pay the cost thereof to the Port Authority on demand."

"(j) Obstruction Lights

The Operator shall install, maintain and operate at its own expense such obstruction lights on the Building 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."

"(k) Non-Pollution

In addition to compliance by the Operator with all laws, ordinances, governmental rules, regulations and orders now or at any time in effect during the effective period of the Agreement which as a matter of law are applicable to the operation, use or maintenance by the Operator of the Building or the operations of the Operator 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 Operator agrees that it shall exercise the highest degree of safety and care and shall conduct all its operations under the Agreement and shall operate, use and maintain the Building 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 Building by the Operator and from the operations of the Operator under this Agreement. The Port Authority hereby reserves the right from time to time and at any time during the effective period of the Agreement to, by itself or others, design and construct at no cost to the Operator such structures, fences, equipment, devices and other facilities as may be appropriate

with respect to minimizing air, water, noise or any other type of pollution. All locations, the manner, type and method of construction and the size of any of the foregoing shall be determined by the Port Authority. Nothing herein shall impose or shall be construed to impose upon the Port Authority any obligations so to design or construct such structures, fences, equipment, devices or other facilities or shall create any liability for any failure so to do.

The obligations assumed by the Operator under this paragraph (k) shall continue throughout the effective period of the Agreement and shall not be limited, affected, impaired or in any manner modified by the fact that the Port Authority shall have approved the plans and specifications covering the construction work and notwithstanding the incorporation therein of the Port Authority's recommendations or requirements and notwithstanding that the Port Authority may have at any time during the effective period of the Agreement consented to or approved any particular procedure or method of operation which the Operator may have proposed or the Port Authority may have itself prescribed the use of any procedure or method. The agreement of the Operator to assume the obligations under this paragraph (k) is a special inducement and consideration to the Port Authority in entering into this Agreement with the Operator."

"(l) Rules and Regulations

(1) The Operator agrees to observe and obey (and to require its officers, employees, and those doing business with it to observe and obey) such reasonable Rules and Regulations of the Port Authority (including amendments and supplements thereto) for the government of the conduct and operations of the Operator and others at the Building and on the Airport as may from time to time during the term of the Agreement be promulgated by the Port Authority for reasons of safety, health, sanitation or good order. The obligation of the Operator to require such observance and obedience on the part of its business visitors shall obtain only while such persons are at the Building. The Port Authority agrees that except in cases of emergency, it will give notice to the Operator of every such future rule or regulation adopted by it at least ten (10) days before the Operator shall be required to comply therewith.

(2) If a copy of the Rules and Regulations is not attached, then the Port Authority will notify the Operator thereof either by delivery of a copy, or by making a copy available at the office of the Secretary of the Port Authority."

"(m) Removal of Property

All personal property (including trade fixtures) removable without material damage to the Building, which are installed by the Operator in or on the Building, shall be deemed to be and remain the property of the Operator. All such property may at the Operator's option be removed by the Operator from the Building at any time during the effective period of the Agreement and shall, unless otherwise agreed in writing by the parties, be removed by the Operator at or before the expiration or other termination of the Agreement. If any such property

remains on the Building thereafter, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Operator to the Port Authority, with any balance remaining to be paid to the Operator; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Operator shall pay such excess to the Port Authority upon demand."

"(n) Additional Construction by the Operator

Except as expressly provided herein, the Operator shall not erect any structures, make any improvements or do any other construction on the Building, or install any fixture (other than trade fixtures, removable without material damage to the Building, any such damage to be immediately repaired by the Operator) without the prior written approval of the Port Authority and in the event any construction, improvement, alteration, modification or addition, is made without such approval, then upon reasonable notice so to do, the Operator 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 Operator to comply with such notice, the Port Authority may effect the removal or change and the Operator shall pay the cost thereof to the Port Authority."

"(o) Services by the Port Authority

The Port Authority shall as of the Completion Date with respect to the Building provide electricity through existing wires, conduits and outlets, if any, for illumination and for the operation (excluding heating) of the Building and the System.

The Port Authority shall be under no obligation to supply such electricity if and to the extent and during any period that the supplying of electricity 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.

No failure, delay or interruption in supplying such electricity (whether or not a separate charge is made therefor) shall be grounds for any claim by the Operator for damages, consequential or otherwise.

The Port Authority shall not be obligated to provide any other utilities or services whatsoever with respect to the Building nor to police the same or keep the same free from snow, ice or otherwise unobstructed and available for use by the Operator. Notwithstanding

the foregoing the Port Authority may elect to provide extermination service in the enclosed portions of the Building for which the Operator agrees to pay the reasonable cost thereof, upon demand."

(h) Wherever the word "premises" appears in Article VIII, it shall be deemed deleted and the word "Building" shall be inserted in lieu thereof.

18. Article IX shall be amended as follows:

(a) (1) The designation "(a)" shall be deemed inserted before the first subparagraph of Article IX on page 20 of the Proposal, and said subparagraph and the first complete subparagraph on page 21 of the Proposal shall be deemed to be subparagraphs of paragraph (a).

(2) The second subparagraph of paragraph (a) as amended by Item 7 of Subdivision II of the Addendum is further amended by deleting the words "fuel operator hereunder" from the tenth and eleventh lines thereof and inserting the word "Operator" in lieu thereof, and the following shall be added after the last sentence thereof:

> "Notwithstanding anything contained herein, the Operator shall, upon written notice from the General Manager so to do given at any time and from time to time, perform fueling services for whomever the General Manager may specify, including but not limited to such itinerant aircraft, helicopters or air taxis."

(b) (1) The designation "(b)" shall be deemed inserted before the second complete subparagraph on page 21 of the Proposal, and all subparagraphs thereafter through and including the first complete subparagraph on page 22 of the Proposal shall be deemed to be subparagraphs of paragraph (b).

(2) The second subparagraph of paragraph (b) shall be amended by deleting the last sentence thereof and inserting the following in lieu thereof:

> "(a) 14 - 10,000 gallon tender trucks;
>
> (b) 4 - 5,000 gallon tender trucks.
>
> All of the foregoing tender trucks (which are referred to interchangeably herein as 'tender trucks' or 'fuel trucks') are hereinafter collectively called 'the Service Fleet'."

(c) The second through the fifth subparagraphs commencing on page 22 of the Proposal shall be deemed deleted and the following shall be inserted in lieu thereof:

"(c) It is hereby agreed that the fourteen (14) 10,000 gallon tender trucks had a purchase price of $95,998.50 each, two (2) of the 5,000 gallon tender trucks had a purchase price of $67,063.76 each and the two (2) remaining 5,000 gallon tender trucks had a purchase price of $66,281.00 each, all as set forth on Schedule 2, attached hereto and hereby made a part hereof.

With respect to each tender truck comprising a part of the Service Fleet, on the first day of the second month following the Operator's acquisition thereof (as set forth on Schedule 2 as 'the amortization date') and on the first day of each and every month thereafter during the effective period of this Agreement, the Port Authority agrees to pay to the Operator an amount (hereinafter called 'the monthly tender truck amortization amount'), which amount shall be determined as to each tender truck by applying a fraction to the purchase price thereof, the numerator of which fraction shall be one (1) and the denominator of which shall be eighty-four (84), to which monthly tender truck amortization amount shall be added interest on the unamortized investment (as hereinafter defined as of said date) in said tender truck at the rate of six per cent (6%) per annum.

The term 'unamortized investment' when used with respect to each tender truck shall for the purpose of this Agreement be determined as of the date when the same is to be applied by applying a fraction to the purchase price thereof, the numerator of which shall be determined by subtracting from eighty-four (84) the number of monthly tender truck amortization amounts that have been paid with respect to that tender truck and the denominator of which shall be eighty-four (84).

Upon the expiration of this Agreement or upon the earlier revocation or termination thereof, the Port Authority agrees to pay to the Operator the unamortized investment as of said date in all of the tender trucks comprising the Service Fleet as the same is constituted or reconstituted pursuant to the provisions of paragraph (k) hereof. Anything to the contrary notwithstanding, said unamortized investment payable by the Port Authority shall be reduced by the amount of any lien, mortgage, conditional bill of sale or other encumbrance or security interest of any kind or nature covering any of the tender trucks comprising the Service Fleet, by the cost of any repairs, maintenance or other work that may have to be performed by the Port Authority in order to restore any of the tender trucks comprising the Service Fleet to the condition required under paragraph (f) hereof and by any and all other amounts of whatever kind or nature which may be then owing by the Operator to the Port Authority.

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

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 2

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 1, 1979, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreement thereto made as of May 1, 1976, being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, the parties desire to extend the effective period of the Agreement and amend it in certain other respects;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree to amend the Agreement, effective as of May 1, 1979, as follows:

1. The effective period of the Agreement is hereby extended to and including April 30, 1982, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement as heretofore amended shall be further amended to read as follows:

"(3) four percent (4%) of the sum of items (1) and (2) above, up to a total of $40,000.00 for the period from May 1, 1979 to April 30, 1982; and"

3. Article XII of the Agreement as previously amended, shall be further amended to read as follows:

"Article XII. Gallonage Fees

(A) Not later than the 20th day of June, 1979 and not later than the 20th day of each and every month thereafter during the effective period of this Agreement, including the month following the expiration or earlier termination thereof, the Operator shall certify to the Port Authority by means of a sworn statement of a responsible fiscal officer of the Operator the following:

(1) The number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users other than the Fixed Base Operator during the preceding calendar month;

(2) The number of gallons of aviation fuel delivered by the Operator into the fuel trucks of the Fixed Base Operator during the preceding calendar month;

(3) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each of its Airline Customers during the preceding calendar month;

(4) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Airline Customer of each Aviation Fuel Supplier during the preceding calendar month.

The statement covering item (2) shall also be delivered to the Fixed Base Operator, the statements covering items (3) and (4) shall also be delivered to each Aviation Fuel Supplier with respect to its Airline Customers and the statement covering item (4) shall also be supplied to each Airline Customer as to deliveries to its aircraft.

(B) The Port Authority shall pay to the Operator within twenty (20) days following the receipt by the Port Authority of the aforesaid statements a monthly amount (hereinafter called 'the monthly gallonage fee') determined by multiplying the number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users during the preceding calendar month as covered by item (1) aforesaid by the 'Unit Cost per Gallon' appearing opposite the applicable entry in the 'Gallons of Aviation Fuel Delivered into Aircraft per Month' column in the schedules attached hereto, hereby made a part hereof and marked 'Exhibit D-2-A', 'Exhibit D-2-B' and 'Exhibit D-2-C', it being expressly understood and agreed that Exhibit D-2-A shall be in force and effect and used to determine the monthly gallonage fees during the period commencing May 1, 1979 through April 30, 1980; that Exhibit D-2-B shall be in force and effect and used to determine the monthly gallonage fees during the period from May 1, 1980 through April 30, 1981; and that Exhibit D-2-C shall be in force and effect and used to determine the monthly gallonage fees during the period from May 1, 1981 through April 30, 1982.

The Operator specifically understands and agrees that the monthly gallonage fees determined in accordance with this paragraph (B) and with Exhibits D-2-A, D-2-B and D-2-C are based on the projections of specified costs furnished by the Operator, as hereinafter defined, and that such monthly gallonage fees shall constitute the maximum amounts payable by the Port Authority to the Operator for the performance by the Operator of its obligations and services under this Agreement, excepting those items listed as exclusions in subparagraphs (1) through (9) of paragraph (C) of this Article XII.

(C) For purposes of this Agreement the Operator has submitted to the Port Authority projections of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder; such projections for each fiscal contract year during the period May 1 1979 through April 30, 1982 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit Z' and are hereinafter called 'the Projected Costs'. Notwithstanding anything to the contrary, however, it is specifically understood and agreed that the Projected Costs and the Actual Costs, as hereinafter defined, do not include and shall not be deemed to include any costs with respect to any of the following:

(1) The reimbursable items as defined in paragraph (a) of Article III;

(2) The reimbursable utilities as defined in paragraph (a) of Article III;

(3) The reimbursable services as defined in paragraph (c) of Article III;

(4) The reimbursable maintenance cost as defined in paragraph (d) of Article III;

(5) The interim monthly amortization amounts as defined in paragraph (f) of Article VIII;

(6) The monthly tender truck amortization amounts as defined in paragraph (c) of Article IX;

(7) The specialized equipment as defined in paragraph (n) of Article IX; and

(8) Any of the obligations imposed on the Operator pursuant to paragraph (h) of Article III, Article VII, paragraphs (c), (h) and (k) of Article VIII and Article XXI.

It is further understood and agreed that there shall be deemed included in the Projected Costs and in the Actual Costs, as hereinafter defined, the following:

(i) The Operator's costs with respect to the defueling operations mentioned in Article II;

(ii) The Operator's costs with respect to the fuel expenses mentioned in paragraph (f) of Article III;

(iii) The Operator's costs with respect to the other equipment mentioned in paragraph (o) of Article IX amortized over an appropriate period;

(iv) The Operator's costs with respect to repair and maintenance of the Building as described in paragraph (e) of Article VIII;

(v) Interest at the rate of seven percent (7%) per annum with respect to the monthly tender truck amortization amount as set forth in Article IX, and interest at the rate of four percent (4%) per annum with respect to the interim monthly amortization amount as set forth in Article VIII, it being recognized that said 7% interest is in excess of the six percent (6%) rate specified in said Article IX and that said 4% interest is in excess of the six percent (6%) rate specified in Article VIII.

(vi) The Operator's costs with respect to the insurance requirements described in paragraph (g) of Article VIII, paragraph (p) of Article IX and Article XIII; and

(vii) The Operator's costs with respect to its obligations and services pursuant to Article XV.

(D) The Operator agrees:

(a) to maintain, in accordance with accounting practices acceptable to the Port Authority, records and books of account recording all its transactions hereunder, which records and books of account shall be kept at all times during the effective period of this Agreement and for one (1) year after the expiration or earlier revocation or terminaton thereof within the Port of New York District, and which records and books of account shall show (i) the basis and all supporting documents for each and every statement required to be furnished hereunder by the Operator, (ii) the cost to the Operator of conducting all of its operations hereunder, the revenues of whatever kind or nature from such operations, the method of amortizing and depreciating costs of whatever kind or nature and the resulting profit (or loss) to the Operator from the operations hereunder, (iii) all of the actual costs of the types specified in the Operator's projections in Exhibit Z, and (iv) such other information as the Port Authority may from time to time request;

(b) to permit during ordinary business hours the examination and audit of such records and books of account by the officers, employees and representatives of the Port Authority;

(c) to permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Operator, including without limitation thereto, any metering or measuring devices;

(d) to install and use such measuring and metering devices, invoicing machines and other equipment or devices for recording quantities received and quantities delivered as may be appropriate to the business of the Operator and necessary or desirable to keep accurate records; and

(e) to furnish to the Port Authority at such time as the Port Authority may from time to time and at any time request a statement of a responsible fiscal officer of the Operator setting forth in such detail as requested by the Port Authority and covering the twelve-month period immediately preceding the date of the request the information required to be shown under subparagraph (2) of paragraph (A) of this Article XII.

(5)(1) At the end of each fiscal contract year the Operator shall apply to the total of the Actual Costs, as hereinafter defined, for the immediately preceding fiscal contract year, a rate of 7.2%; the amount of the product shall be the Operator's management fee for the said fiscal contract year (hereinafter called 'the Operator's fee'). For purposes of this Agreement the Operator has projected the amounts of the Operator's fee for each fiscal contract year during the period commencing May 1, 1979 and ending April 30, 1982, such projections being shown on Exhibit Z. Notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that the Operator's fee for each fiscal contract year during the said period shall not in any event exceed the amounts of

$264,744 for the fiscal contract year commencing May 1, 1979; $297,113 for the fiscal contract year commencing May 1, 1980; and $338,765 for the fiscal contract year commencing May 1, 1981, shown in the Operator's projections on Exhibit Z.

(2) At the end of each fiscal contract year the Operator shall also compare the Projected Costs for the said fiscal contract year with the Actual Costs, as hereinafter defined, for the said fiscal contract year. If such comparison of the Projected Costs and said Actual Costs shows that the total of such Actual Costs equals an amount less than the total of the Projected Costs then such amount shall constitute realized savings (hereinafter referred to as 'the Realized Savings'). The Realized Savings for each fiscal contract year shall be shared equally between the Port Authority and the Operator. Notwithstanding the foregoing, however, it is specifically understood and agreed that the amount of the Operator's share of the Realized Savings for each fiscal contract year shall not in any event exceed the difference between the Operator's fee as projected by the Operator and specified in this paragraph (E) and the Operator's fee based on the Actual Costs, as hereinafter defined, and computed in accordance with this paragraph (E).

It is further specifically understood and agreed, that the Port Authority's share of the Realized Savings shall consist of one-half of the Realized Savings plus the amount of any excess remaining after the determination of the amount of the Operator's share in accordance with the provisions of this paragraph (E). Further, the Operator's share of the Realized Savings for any fiscal contract year shall not exceed one-half of the amount of the Realized Savings for such fiscal contract year.

(3) The Operator shall submit to the Port Authority within sixty (60) days after the end of each fiscal contract year or after the date of any earlier termination or revocation of this Agreement, a statement certified by a responsible fiscal officer of the Operator setting forth all of the actual costs of the types specified in the Operator's projections as shown on Exhibit Z incurred by the Operator in the performance of the obligations and services to be performed by the Operator hereunder (such costs being herein called 'the Actual Costs'). The said statement shall list individually the Actual Costs with respect to the items named in Exhibit Z and shall indicate any variance between the individual Actual Costs and the individual Projected Costs. The said statement shall also set forth the result of the Operator's comparison of the Projected Costs and the Actual Costs; the amount produced by the Operator's application of the rate of 7.2% of the Actual Costs, and the difference, if any, between such amount and the specified amount of the Operator's fee for such fiscal contract year, as set forth in this paragraph (E) and in Exhibit Z; the total of the monthly gallonage fees for such fiscal contract year, and the difference between the total of such monthly gallonage fees and the total of the Actual Costs plus the specified amount of the Operator's fee for such fiscal contract year; and the amount of the Realized Savings, if any, for such fiscal contract year and of the Port Authority's share and the Operator's share of such Realized Savings.

(F)(1) Simultaneously with its submission to the Port Authority of the statement described in subparagraph (3) of paragraph (E) of this Article, the Operator shall pay in full to the Port Authority:

(a) The amount of the difference, if any, between the total of the monthly gallonage fees for the fiscal contract year covered by the Operator's statement and the total of the Actual Costs plus the specified amount of the Operator's fee for such fiscal contract year; or

(b) The amount of the difference, if any, between the amount produced by the Operator's application of the rate of 7.2% to the Actual Costs in the fiscal contract year covered by the Operator's statement and the specified amount of the Operator's fee for such fiscal contract year; or

(c) The amount of the Port Authority's share of the Realized Savings, if any, for the fiscal contract year covered by the Operator's statement;

whichever is greatest.

(2) Notwithstanding subparagraph (1) of this paragraph (F), it is understood and agreed that for any fiscal contract year during the period from May 1, 1979 to April 30, 1982, the Operator shall not be obligated to make the payment required by said subparagraph (1) but only in the event that (i) the total number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users does not exceed 120,000,000 gallons for such fiscal contract year, and (ii) the sum of the Actual Costs plus the specified amount of the Operator's fee for such fiscal contract year is greater than the total of the monthly gallonage fees for such fiscal contract year. Notwithstanding any provision of this Supplemental Agreement and without limiting any other obligation assumed by the Operator under the Agreement, the Operator recognizes that it shall use its best efforts to keep the Actual Costs for each fiscal contract year as low as possible.

(G) It is specifically understood and agreed that if in any of the statements required to be submitted by the Operator pursuant to subparagraph (3) of paragaph (E) of this Article, the Operator has included any item of Actual Costs 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 an item properly chargeable to Actual Costs under sound accounting practice and in accordance with the provisions of this Agreement, or if any of the Operator's computations, comparisons or conclusions are not accurate or proper under sound accounting practice and not in accordance with the provisions of this Agreement, then within twenty (20) days after the completion of its examination and audit of any such statement, the Port Authority shall give written notice to the Operator stating the Port Authority's objections to the statement and the ground therefor. If the Operator considers that the Port Authority's objection is wrongly taken, then the Operator may so notify the Port Authority and the parties may arrange to attempt to mutually resolve the objection. If there is a mutual resolution of the objection and such resolution calls for the payment by the Operator of additional monies, the Operator shall pay the full amount of such additional monies to the Port Authority within thirty (30) days after such mutual resolution. If for any reason

the Operator and the Port Authority fail to resolve the objection within thirty (30) days of the date of the aforesaid Port Authority's notice of objection, then the Operator may, within ten (10) days after the said thirty (30) day period, serve a written notice upon the Port Authority stating the grounds upon which the Operator considers the objection to be wrongly taken and in which event 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. The Port Authority agrees to use its best efforts to obtain such decision as promptly as possible. If the Operator does not serve the said ten-day written notice upon the Port Authority and the aforesaid Port Authority's notice of objection calls for the payment of additional monies to the Port Authority, the Operator shall pay the full amount of such additional monies to the Port Authority within sixty (60) days after the date of the aforesaid Port Authority's notice of objection. If the Operator does serve the said ten-day written notice upon the Port Authority and the ensuing outside audit calls for the payment by the Operator of additional monies to the Port Authority, the Operator shall pay the full amount of such additional monies to the Port Authority within thirty (30) days after the date of the Port Authority's delivery to the Operator of notice of the decision of the outside audit.

3. The Port Authority intends to close the North Tank Farm so that the same shall no longer be a part of the System. When the Port Authority has determined the exact date for the said closing of the North Tank Farm, the Port Authority shall give ten (10) days prior notice of the same to the Operator which notice shall set forth the effective date for such closing. It is expressly understood and agreed that from and after the effective date for the closing of the North Tank Farm as stated in the said notice the North Tank Farm shall no longer be or form a part of the System and of the Agreement, and that all gas operations required to be conducted from and at the North Tank Farm shall be transferred to the underground tanks presently under construction and to be used to store avaiation gas (said tanks and the areas upon which they are located being hereinafter called "the AV Gas tanks"), and from and after the aforesaid effective date the AV Gas tanks shall be and be deemed to be part of the System and all references to the North Tank Farm in the Agreement shall be deemed to be references to the AV Gas tanks. It is further understood and agreed that all other operations required to be conducted from and at the North Tank Farm shall be transferred to other portions of the System upon the aforesaid effective date for the closing of the North Tank Farm.

4. It is specifically understood and agreed that neither this Supplement nor anyting contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Article V and XX.

5. Article XXVIII, as previously amended, shall be further amended by inserting after the last sentence thereof the following:

> "Interest under the provisions of the foregoing sentence shall commence as to the payments to be made by the Operator pursuant to paragraphs (F) and (G) of Article XII after the time set forth in said paragraphs for payments."

6. The Operator has supported its performance under the Agreement with a contract of guaranty executed by Allied Maintenance Corporation, a copy of which is attached as Exhibit G hereto and is hereby made a part hereof. The Operator shall maintain and continue in full force and effect said contract of guaranty for the effective period of this Agreement.

7. The Operator hereby understands and agrees that the execution by the Port Authoriy of this Supplement No. 2 and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the anti-trust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplement No. 2 by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

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

9. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

10. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Morris Sloane-Deputy Director of Aviation

(Seal)

ATTEST:

Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) President

(corporate seal)

Accepted and agreed to this 30th day of November 1979.

ALLIED MAINTENANCE CORPORATION, Guarantor

By

(Title) President

(corporate seal)

APPROVED:

FORM | TERMS

EXHIBIT D-2-A

GALLONAGE FEES
5/1/79 - 4/30/80

Gallons of Aviation Fuel Delivered into Aircraft Per Month	Unit Cost Per Gallon
9.0 - 10.5 Million Gallons	$.03258
10.5 - 11.0	.03112
11.0 - 11.5	.02971
11.5 - 12.0	.02842
12.0 - 12.5	.02723
12.5 - 13.0	.02614
13.0 - 13.5	.02514
13.5 - 14.0	.02421
14.0 - 14.5	.02335
14.5 - 15.0	.02254
15.0 - 15.5	.02178
15.5 - 16.0	.02109
16.0 - 16.5	.02043
16.5 - 17.0	.01981
17.0 - 17.5	.01923
17.5 - 18.0	.01868
18.0 - 18.5	.01816
18.5 - 19.0	.01767
19.0 - 19.5	.01720
19.5 - 20.0	.01677
20.0 - 20.5	.01635
20.5 - 21.0	.01595
21.0 - 21.5	.01557
21.5 - 22.0	.01521
22.0 - 22.5	.01486
22.5 - 23.0	.01453
23.0 - 23.5	.01421
23.5 and over	.01391

For the Port Authority

Initialled:

For ~~the~~ Operator

EXHIBIT D-2-B

GALLONAGE FEES
5/1/00 - 4/30/01

Gallons of Aviation Fuel Delivered into Aircraft Per Month	Unit Cost Per Gallon
0.0 - 10.5 Million Gallons	$.03677
10.5 - 11.0	.03502
11.0 - 11.5	.03343
11.5 - 12.0	.03197
12.0 - 12.5	.03064
12.5 - 13.0	.02942
13.0 - 13.5	.02828
13.5 - 14.0	.02724
14.0 - 14.5	.02626
14.5 - 15.0	.02536
15.0 - 15.5	.02451
15.5 - 16.0	.02372
16.0 - 16.5	.02298
16.5 - 17.0	.02229
17.0 - 17.5	.02163
17.5 - 18.0	.02101
18.0 - 18.5	.02043
18.5 - 19.0	.01988
19.0 - 19.5	.01935
19.5 - 20.0	.01886
20.0 - 20.5	.01839
20.5 - 21.0	.01794
21.0 - 21.5	.01751
21.5 - 22.0	.01710
22.0 - 22.5	.01671
22.5 - 23.0	.01634
23.0 - 23.5	.01599
23.5 and over	.01565

For the Port Authority

Initialled:

For the Operator

EXHIBIT D-2-C

GALLONAGE FEES
5/1/91 - 4/30/92

Gallons of Aviation Fuel Delivered into Aircraft Per Month	Unit Cost Per Gallon
3.0 - 10.5 Million Gallons	$.04174
10.5 - 11.0	.03975
11.0 - 11.5	.03794
11.5 - 12.0	.03630
12.0 - 12.5	.03478
12.5 - 13.0	.03339
13.0 - 13.5	.03211
13.5 - 14.0	.03091
14.0 - 14.5	.02982
14.5 - 15.0	.02878
15.0 - 15.5	.02783
15.5 - 16.0	.02693
16.0 - 16.5	.02609
16.5 - 17.0	.02530
17-0 - 17.5	.02455
17.5 - 18.0	.02386
18.0 - 18.5	.02319
18.5 - 19.0	.02256
19.0 - 19.5	.02197
19.5 - 20.0	.02141
20.0 - 20.5	.02087
20.5 - 21.0	.02036
21.0 - 21.5	.01988
21.5 - 22.0	.01942
22.0 - 22.5	.01897
22.5 - 23.0	.01855
23.0 - 23.5	.01816
23.5 and over	.01777

For the Port Authority

Initialled:

For the Operator

Projection of Specified Costs For Period 5/1/79 - 4/30/82

	Fiscal Contract Year 5/1/79 - 4/30/80	Fiscal Contract Year 5/1/80 - 4/30/81	Fiscal Contract Year 5/1/81 - 4/30/82
Gross Payroll	$2,447,266	$2,815,459	$3,243,520
F.I.C.A.	$ 150,014	$ 177,511	$ 216,239
State Unemployment Insurance - N.J.	27,912	29,934	38,354
Federal Unemployment Insurance	6,504	7,568	8,848
New Jersey Disability	9,292	10,256	11,428
City of Newark Payroll Taxes	12,238	14,077	16,218
Worker's Compensation	97,983	119,912	160,650
Ground Liability Insurance - Article XIII	54,661	62,784	75,030
Union Welfare and Pension	195,768	228,708	264,204
Supervisor Welfare and Pension	58,584	65,786	73,879
Comprehensive 3-C Bond	432	480	504
Total Payroll Related	$ 613,388	$ 717,016	$ 865,354
Total Labor Cost	$3,060,654	$3,532,475	$4,108,874
Other Cost			
Equipment Depreciation - Article IX paragraph (o)	6,720	8,724	8,724
Interest Expense Above 6% on Trucks - Article IX, paragraph (c)	45,821	24,118	10,312
Interest Expense Above 6% on Building - Article VIII, paragraph (f)	160,086	126,402	120,321
Space Rent-Sublease with United Air Lines, Inc.	15,600	16,800	16,800
Materials and Supplies (Non-reimbursable consummables)	300,000	324,000	343,200
Insurance on Petroleum Stock - Article XIII	14,400	15,840	17,424
Equipment Floater Insurance - Article IX, paragraph (p)	23,592	23,724	23,724
Fire Insurance on System - Article XIII	32,280	35,520	35,520
Boiler and Machinery Insurance - Article XIII	5,844	6,252	6,684
N.J. Personal Property Tax	12,000	12,720	13,488
Costs	$3,676,997	$4,126,575	$4,705,071
Income from Defueling Operations - Article II	(12,000)	(12,000)	(12,000)
Total Projected Costs	$3,664,997	$4,114,575	$4,693,071
The Operator's Fee	264,744	297,713	338,765

For the Port Authority

Initialled:

For the Operator

EXHIBIT G

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") is about to enter into the foregoing attached Proposal Agreement No. 8396 with respect to the receipt, storage and distribution of aviation fuel at Newark International Airport (which Proposal Agreement is hereinafter referred to as the "Agreement") with ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter and in the Agreement referred to as the "Operator"), which Agreement provides for the charges to be made by the Operator to Fuel Storage Permittees covering the receipt, storage and distribution of aviation fuel by the Operator to aircraft for the account of Fuel Storage Permitees; and

WHEREAS, the Agreement imposes certain terms and conditions upon the Operator including the obligation of the Operator to post and maintain with the Port Authority the Guaranty of Allied Maintenance Corporation guaranteeing to the Port Authority the performance by the Operator of all of the terms and conditions imposed upon the Operator by the Agreement; and

WHEREAS, ALLIED MAINTENANCE CORPORATION (hereinafter referred to as the "Guarantor"), a corporation of the State of New York and having its principal place of business at Two Pennsylvania Plaza, New York, New York, is the absolute and unconditional owner of all of the issued and outstanding voting shares of the capital stock of the Operator which was organized by and through the efforts of said Guarantor; and

WHEREAS, this Guaranty is made in connection with and incidental to the exercise by the Guarantor of its corporate rights, powers, privileges and franchises and in fulfillment of its corporate purposes and objects; and

WHEREAS, in order to induce the Port Authority to enter into and execute the Agreement, the Guarantor has offered to absolutely and unconditionally guarantee the performance by the Operator of all of the terms, covenants and conditions of the Agreement on the part of the Operator to be performed, fulfilled and observed, said Guaranty being limited only as hereinafter set forth; and

WHEREAS, the execution of the Agreement by the Port Authority will inure to the benefit of and enhance, promote and develop the business of the Guarantor;

NOW, THEREFORE, for and in consideration of and as an inducement to the Port Authority to enter into and execute the Agreement with the Operator, the Guarantor does hereby covenant and agree with the Port Authority as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that the Operator will duly, punctually and faithfully perform, fulfill and observe each and every term, covenant and condition of the Agreement on the part of the Operator to be performed, fulfilled and observed, except tort liability to third parties not included within the coverage and the limits contained in the insurance required under Article XIII or Article VIII of the Agreement, as the case may be, or the limits of such insurance provided by the Operator actually in effect on the date in question, whichever is greater.

2. The Guarantor hereby waives and dispenses with any notice of non-observance, non-performance or non-fulfillment on the part of the Operator or proof of notice or demand to charge the Guarantor therefor and agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of any failure of the Port Authority to insist upon strict performance by the Operator under the Agreement or by the assertion by the Port Authority against the Operator of any of the rights or remedies reserved to the Port Authority under the provisions of the Agreement, or by the withdrawal, discontinuance or settlement of any judicial or other proceeding brought by the Port Authority against the Operator.

3. This Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the Agreement, and notwithstanding any such renewal, modification or extension.

This Guaranty shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Guarantor, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed and delivered to the Port Authority this Guaranty the 18th day of April, 1973.

ALLIED MAINTENANCE CORPORATION

ATTEST:

By D.H. McCampbell

Title President
(Seal)

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

On the ~~19~~18th day of April, 1973, before me personally came DONALD H. McCAMPBELL, to me known who being by me duly sworn, did depose and say that he resides at EX. 1 ; that he is the President of ALLIED MAINTENANCE CORPORATION, the corporation described in and which executed the foregoing instrument of Guaranty; that he well knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Executive Committee of said corporation; and that he signed his name thereto by like order.

Margery B. Weisenfeld
Notary Public

MARGERY B. WEISENFELD
NOTARY PUBLIC, State of New York
No. 30-9589635
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1974

FORM XLD-Ack., N.J. 62472

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 14th day of NOVEMBER, 1979, before me, the subscriber, a notary public of New York, personally appeared MORRIS SLOANE the DEPUTY DIRECTOR OF AVIATION _____ of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Anita E. Westrich
(notarial seal and stamp)

ANITA E. WESTRICH
Notary Public, State of New York
No. 43-4656184
Qualified in Richmond County
Commission Expires March 30, 1981

STATE OF New York
COUNTY OF New York } ss.

On this 13 day of Nov., 1979, before me, the subscriber, a _____, personally appeared _____ D. H. McCaughell the _____ President of Allied Aviation Service Company of New Jersey, Inc., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

MARGERY B. WEISENFELD
NOTARY PUBLIC, State of New York
No. 30-0389635
[illegible]
[illegible] 30, 198[illegible]

Margery B. Weisenfeld
(notarial seal and stamp)

STATE OF
COUNTY OF } ss.

Be it remembered that on this _____ day of _____, 197__, before me, the subscriber, a _____, personally appeared _____ who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

_____
(notarial seal and stamp)

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

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 3

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of August 3, 1981 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreement made as of May 1, 1976 and the Supplemental Agreement made as of May 1, 1979 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, the parties desire to amend the Agreement in certain respects;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree to amend the Agreement, effective as of August 3, 1981, as follows:

1. Pursuant to paragraph (c) of Article VIII of the Agreement the Operator assumed the obligation to institute proceedings against Harvy Construction Corporation (hereinafter

called "Harvy"), the contractor under the construction contract, as defined in paragraph (1) of Article VIII of the Agreement, and against Argonaut Insurance Company, the surety under the Performance Bond, as defined in paragraph (d) of Article VIII, because of the default of Harvy under the construction contract and based upon the Operator's rights under the Performance Bond and the Labor and Material Payment Bond furnished under the terms of the construction contract. The Operator has advised the Port Authority and the Operator hereby represents that it has conducted extensive negotiations with Argonaut with respect to all claims under the construction contract, the Performance Bond and said Labor and Material Payment Bond and that as a result of such negotiations a proposed settlement has been reached whereby the amount of $2,400,000 would constitute the agreed cost covering all construction work done by Harvy and Argonaut including all extra work, and whereby all disputes between Allied and Argonant and Harvy with respect to the construction of the Fuel Farm Maintenance Building ("the Building") would be resolved. The Port Authority hereby consents to the following settlement, on the terms and conditions hereinafter set forth:

(a) The amount of $2,400,000 shall constitute the agreed upon cost of all construction work on the Building performed by Argonaut and Harvy, including all extra work, it being expressly understood and agreed that the said amount of $2,400,000 shall constitute for all purposes under the Agreement an amount not less than the actual total amount of all payments described in items (i), (ii) and (iii) of paragraph (c)(1) of Article VIII of the Agreement appearing on pages 12 and 13 of Supplement No. 1 thereof.

(b)(1) The Operator hereby certifies to the Port Authority that all costs of the construction work on the Building of the types mentioned in said items (i), (ii) and (iii) of paragraph (c)(1) of Article VIII of the Agreement total an amount not less than $2,400,000 and that all such costs have actually been paid by the Operator.

(2) The Operator hereby further certifies to the Port Authority, pursuant to paragraph (c)(2) of Article VIII of the Agreement, that the entire and complete cost of the Building has been paid; that the Building has been constructed in accordance with the approved plans and specifications of the Operator and in compliance with all applicable laws, ordinances and

governmental rules, regulations and orders and with all of the provisions of the Agreement; that there are no outstanding liens, mortgages, conditional bills of sale or other encumbrances of any kind with respect to the Building; and that there are no unpaid claims of any kind whatsoever with respect thereto. It is agreed that this Supplemental Agreement and the certifications of the Operator contained herein shall constitute the Operator's final certified statement of the cost of the construction work.

(d) In connection with the said settlement, the Operator has advised the Port Authority and hereby represents to the Port Authority that, as a result of the default by Harvy under the construction contract, the Operator incurred an increase in its costs and expenses in an approximate amount of $100,000, attributable to additional architectural and engineering costs, increased executive and managerial time and out-of-pocket expenses incurred to do vehicle maintenance which would otherwise have been done in the Building.

(e) The Operator upon its execution of this Supplemental Agreement shall submit to the Port Authority a General Release executed by Argonaut Insurance Company to the Port Authority with respect to the said settlement of all claims and disputes under the construction contract, the Performance Bond and the said Labor and Material Payment Bond.

In addition to the foregoing, the Operator shall indemnify and hold harmless the Port Authority its Commissioners, officers, employees and representatives from and against all claims, demands, just or unjust, by or on behalf of Harvy made against the Port Authority on account of losses or damages arising or alleged to arise out of or in connection with the construction contract, the Performance Bond and the Labor and Material Payment Bond, or the aforesaid settlement whether such claims and demands arise, in whole or in part, from any acts or omissions of the Port Authority, the Operator, Argonaut or of third persons.

2. (a) As of the effective date hereof, item (iv) of paragraph (c)(1) of Article VIII of the Agreement shall be deemed deleted and the following new item (iv) shall be substituted in lieu thereof:

"(iv) All payments made by the Operator for architectural and engineering services solely, the same in the aggregate not to be in excess of $316,700, it being specifically understood and agreed that the computation of the foregoing shall not take into account any costs incurred or payments made by the Operator for any other services or expenses, including but not limited to administration and overhead expenses and additional interest costs."

(b) The Operator hereby certifies to the Port Authority that all costs of the Operator for architectural and engineering services for the construction work on the Building as set forth in item (iv) of paragraph (c)(1) of Article VIII of the Agreement, as hereby amended, total an amount not less than $316,700 and that all such costs have actually been paid by the Operator.

3. (a) As of the effective date hereof, the first sentence of subparagraph (4) of paragraph (f) of Article VIII of the Agreement shall be deemed amended to read as follows:

"The term 'Building Investment' shall mean for the purposes of this Agreement the sum of $2,716,700."

(b) It is hereby recognized that pursuant to paragraph (2) of paragraph (f) of Article VIII of the Agreement, the Port Authority has paid to the Operator the interim monthly amortization amounts based upon an interim cost of the construction in the amount of $2,533,122.90, and that the fixing of the Building Investment in the amount of $2,716,700, as provided for in paragraph (b) above, requires an amount to be added to the first monthly amortization amount payment as called for in the paragraph (f)(2) of Article VIII of the Agreement. Accordingly, the second sentence of subparagraph (2) of paragraph (f) of Article VIII of the Agreement, appearing on page 18 of Supplement No. 1 thereof, shall be amended to read as follows:

"At the time of the first monthly amortization amount payment, which shall be on September 1, 1981, there shall be added thereto the amount of ~~$37,000~~ $ 37,327.12 representing the difference between the interim monthly amortization amounts based upon the amount of $2,533,122.90, the cost of the construction work set forth in the latest certified statement of

the Operator pursuant to subparagraph (2) of paragraph (c) hereof, and the amount of $2,716,700, the Building Investment, for the period between August 1976 through August 1981."

4. It is hereby expressly agreed that the Operator, prior to or upon its execution of this Supplemental Agreement, shall submit to the Port Authority an opinion letter from the Operator's legal counsel setting forth the opinion of such legal counsel with respect to the settlement between the Operator and Argonaut, as hereinabove described, which opinion letter shall specifically include therein the following:

(a) A factual summary of the events with respect to the award of the Harvy contract, the default of Harvy thereunder, the performance of the construction by Argonaut and the negotiations conducted by the Operator and Argonant;

(b) A summary of the Operator's rights and remedies under the construction contract, the Performance Bond and the aforesaid Labor and Material Payment Bond, including a computation of liquidated damages obtainable under the construction contract.

(c) An opinion as to the outcome if a lawsuit were commenced by the Operator against Argonaut and Harvy, including an analysis of the optimum and other possible recoveries should the Operator prevail in such lawsuit and the resulting impact on the amounts of the cost of the construction work;

(d) A conclusion expressly stating whether the said settlement is in the best interests of the Port Authority.

It is expressly understood and agreed that the Operator's submission of the said opinion letter is of the essence of this Supplement Agreement and that execution of this Supplemental Agreement by the Port Authority is expressly conditioned upon the receipt by the Port Authority of the said opinion letter which shall be in form and substance satisfactory to the General Counsel of the Port Authority.

5. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplement No. 3 and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the anti-trust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplement No. 3 by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

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

7. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

8. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the

Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By S. J. Nowinski

S. J. NOWINSKI

(Title) EXECUTIVE ASST. TO DIRECTOR OF AVIATION

(Seal)

ATTEST:

Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) Vice President

(Corporate Seal)

Accepted and agreed to this 25th day of NOVEMBER, 1981.

ALLIED MAINTENANCE CORPORATION, Guarantor

By

(Title) Vice President

(Corporate Seal)

APPROVED:

FORM	TERMS

FORM XLD—Ack., N. .1380

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 22 day of March, 19 82 81, before me, the subscriber, a notary public of New York, personally appeared [illegible] the EXECUTIVE ASST. TO DIRECTOR OF AVIATION of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

ANTHONY M. CEDRONE
Notary Public, State of New York
No. 30-4730609
Qualified in County of Nassau
Commission Expires March 30, 19 82

Anthony M. Cedrone
(notarial seal and stamp)

STATE OF New York }
COUNTY OF New York } ss.

On this 25th day of November, 19 81, before me, the subscriber, a Notary Public, personally appeared Joseph Brown Jr. the Vice President of Allied Aviation Service Company of New Jersey, Inc., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

BRUCE E. BARNES
Notary Public, State of New York
No. 30-1683730
Qualified in Nassau County
Commission Expires March 30, 19 82

Bruce E. Barnes
(notarial seal and stamp)

~~STATE OF~~ }
COUNTY OF } ss.

Be it remembered that on this _____ day of _____ 19____, before me, the subscriber, a _____, personally appeared _____ who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

(notarial seal and stamp)

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

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 4

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 1, 1982, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979 and August 3, 1981 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, the parties desire to provide for an extension of the effective period of the Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree, effective as of May 1, 1982, as follows:

1. The effective period of the Agreement is hereby extended to and including July 31, 1982, subject to earlier termination or revocation as provided therein.

2. It is expressly understood and agreed that Exhibit D-2-C attached to Supplement No. 2 of the Agreement shall be in force and effect during the period of the extension of the Agreement as provided for in paragraph 1 hereof and that said Exhibit D-2-C shall be used to determine the monthly gallonage fees payable by the Port Authority to the Operator under Article XII of the Agreement, as set forth in said Supplement No. 2, during the said extension period commencing May 1, 1982 through July 31, 1982, with appropriate adjustments in the Projected Costs.

3. Subparagraph (3) of paragraph (d) of Article III of the Agreement as heretofore amended shall be further amended to read as follows:

> "(3) four percent (4%) of the sum of items (1) and (2) above, up to a total of $40,000.00 for the period from May 1, 1979 to July 31, 1982; and".

4. The Operator has supported its performence under the Agreement with a contract of guaranty executed by Allied Maintenance Corporation, a copy of which is attached as Exhibit G hereto and is hereby made a part hereof. The Operator shall maintain and continue in full force and effect said contract of guaranty for the effective period of this Agreement.

5. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplement No. 4 and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the anti-trust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplement No. 4 by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

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

7. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

8. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) S. I. NOVITCKI
EXECUTIVE ASST. TO DIRECTOR OF AVIATION

(Seal)

ATTEST:

Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By _____

(Title) Vice President

(corporate seal)

Accepted and agreed to this 19 day of June, 1982.

APPROVED: FORM | TERMS

ALLIED MAINTENANCE CORPORATION, Guarantor

By _____

(Title) President

(corporate seal)

EXHIBIT G

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") is about to enter into the foregoing attached Proposal Agreement No. 8395 with respect to the receipt, storage and distribution of aviation fuel at Newark International Airport (which Proposal Agreement is hereinafter referred to as the "Agreement") with ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter and in the Agreement referred to as the "Operator"), which Agreement provides for the charges to be made by the Operator to Fuel Storage Permittees covering the receipt, storage and distribution of aviation fuel by the Operator to aircraft for the account of Fuel Storage Permittees; and

WHEREAS, the Agreement imposes certain terms and conditions upon the Operator including the obligation of the Operator to post and maintain with the Port Authority the Guaranty of Allied Maintenance Corporation guaranteeing to the Port Authority the performance by the Operator of all of the terms and conditions imposed upon the Operator by the Agreement; and

WHEREAS, ALLIED MAINTENANCE CORPORATION (hereinafter referred to as the "Guarantor"), a corporation of the State of New York and having its principal place of business at Two Pennsylvania Plaza, New York, New York, is the absolute and unconditional owner of all of the issued and outstanding voting shares of the capital stock of the Operator which was organized by and through the efforts of said Guarantor; and

WHEREAS, this Guaranty is made in connection with and incidental to the exercise by the Guarantor of its corporate rights, powers, privileges and franchises and in fulfillment of its corporate purposes and objects; and

WHEREAS, in order to induce the Port Authority to enter into and execute the Agreement, the Guarantor has offered to absolutely and unconditionally guarantee the performance by the Operator of all of the terms, covenants and conditions of the Agreement on the part of the Operator to be performed, fulfilled and observed, said Guaranty being limited only as hereinafter set forth; and

WHEREAS, the execution of the Agreement by the Port Authority will inure to the benefit of and enhance, promote and develop the business of the Guarantor;

NOW, THEREFORE, for and in consideration of and as an inducement to the Port Authority to enter into and execute the Agreement with the Operator, the Guarantor does hereby covenant and agree with the Port Authority as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that the Operator will duly, punctually and faithfully perform, fulfill and observe each and every term, covenant and condition of the Agreement on the part of the Operator to be performed, fulfilled and observed, except tort liability to third parties not included within the coverage and the limits contained in the insurance required under Article XIII or Article VIII of the Agreement, as the case may be, or the limits of such insurance provided by the Operator actually in effect on the date in question, whichever is greater.

2. The Guarantor hereby waives and dispenses with any notice of non-observance, non-performance or non-fulfillment on the part of the Operator or proof of notice or demand to charge the Guarantor therefor and agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of any failure of the Port Authority to insist upon strict performance by the Operator under the Agreement or by the assertion by the Port Authority against the Operator of any of the rights or remedies reserved to the Port Authority under the provisions of the Agreement, or by the withdrawal, discontinuance or settlement of any judicial or other proceeding brought by the Port Authority against the Operator.

3. This Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the Agreement, and notwithstanding any such renewal, modification or extension.

This Guaranty shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Guarantor, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed and delivered to the Port Authority this Guaranty the 16th day of April, 1973.

ALLIED MAINTENANCE CORPORATION

ATTEST:

By D. H. McCampbell

Title President

(Seal)

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

On the ~~16th~~ 18 day of April, 1973, before me personally came DONALD H. McCAMPBELL, to me known who being by me duly sworn, did depose and say that he resides at 17 West 54 Street, New York, New York 10019; that he is the President of ALLIED MAINTENANCE CORPORATION, the corporation described in and which executed the foregoing instrument of Guaranty; that he well knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Executive Committee of said corporation; and that he signed his name thereto by like order.

Notary Public

MARTIN E. WEINFELD
NOTARY PUBLIC, State of New York
No. 30-9[illegible]
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1974

FORM XLD—Ack., N.J.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 28th day of June, 19 82, before me, the subscriber, a notary public of New York, personally appeared S. J. HOWINSKI the EXECUTIVE ASST. TO DIRECTOR OF AVIATION of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Anthony M. Cedrone
(notarial seal and stamp)
ANTHONY M. CEDRONE
Notary Public, State of New York
No. 30-4730869
Qualified in County of Nassau
Commission Expires March 30, 19[illegible]

STATE OF New York }
COUNTY OF New York } ss.

On this 18 day of June, 19 82, before me, the subscriber, a Notary Public of the State of N.Y., personally appeared Joseph W. Braun Jr. the Vice President of Allied Aviation Service Company of New Jersey, Inc., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

BRUCE E. BARNES
Notary Public, State of New York
No. 30-4831936
Qualified in Nassau County
Commission Expires March 30, 19[illegible]

Bruce E. Barnes
(notarial seal and stamp)

STATE OF }
COUNTY OF } ss.

Be it remembered that on this _____ day of _____, 19____, before me, the subscriber, a _____, personally appeared _____ who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

(notarial seal and stamp)

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

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 5

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, dated August 1, 1982, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981 and May 1, 1982 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, the parties desire to extend the effective period of the Agreement and amend it in certain other respects;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree, effective as of the dates set forth herein, as follows:

Effective as of May 1, 1982:

1. The effective period of the Agreement is hereby extended to and including April 30, 1985, subject to earlier termination or revocation as provided therein.

2. Article III of the Agreement as heretofore amended shall be further amended as follows:

(a) The fourth subparagraph of paragraph (a) thereof shall be amended to read as follows:

> "The Operator shall provide all parts, equipment, materials, tools and supplies as may be necessary in the performance of its maintenance and repair obligations as aforesaid, except filters which shall be provided by the Port Authority at its expense, all of the foregoing being hereinafter collectively called 'the reimbursable items'; it being specifically understood, however, that the reimbursable items shall not include parts, equipment, materials, tools and supplies with respect to the hydrant carts of the System which the Operator shall provide at its own expense in accordance with the foregoing. The Operator shall also provide at its own expense the fuel to be consumed by the hydrant carts used by the Operator in its operations under the Agreement and the same shall not be reimbursed by the Port Authority and shall not be a part of the reimbursable items. The Operator shall also provide telephones in the Building to be used only for reasonable and necessary telephone service in connection with the Operator's obligations under the Agreement, the foregoing being hereinafter called 'the reimbursable utility'".

(b) Paragraph (d) of said Article III shall be amended as follows:

(1) The words "the reimbursable fuel and" shall be deemed deleted from the fourth and fifth lines of subparagraph (1) thereof;

(2) Subparagraph (3) of said paragraph (d) as heretofore amended shall be further amended to read as follows:

"(3) four percent (4%) of the sum of items (1) and (2) above, up to a total of $40,000.00 for the period from May 1, 1982 to April 30, 1985; and"

3. Article XII of the Agreement as heretofore amended shall be further amended as follows:

(a) Paragraph (A) thereof shall be amended by inserting after item (4) thereof a new item (5) to read as follows:

"(5) The total number of labor hours of the types included in the Projected Costs expended during the preceding calendar month, listed by craft and showing both straight time and overtime hours, covering the Operator's performance of all of its obligations under this Agreement."

(b) Paragraph (B) thereof shall be amended to read as follows:

"(B) The Port Authority shall pay to the Operator within twenty (20) days following the receipt by the Port Authority of the aforesaid statements a monthly amount (hereinafter called 'the monthly gallonage fee') determined by multiplying the number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users during the preceding calendar month as covered by item (1) aforesaid by the 'Unit Cost per Gallon' appearing opposite the applicable entry in the 'Gallons of Aviation Fuel Delivered into Aircraft per Month' column in the schedules attached hereto, hereby made a part hereof and marked 'Exhibit D-3-A', 'Exhibit D-3-B' and 'Exhibit D-3-C', it being expressly understood and agreed that Exhibit D-3-A shall be in force and effect and used to determine the monthly gallonage fees during the period commencing May 1, 1982 through April 30, 1983; that Exhibit D-3-B (as the same may be revised pursuant to paragraph (H) hereof) shall be in force and effect and used to determine the monthly gallonage fees during the period from May 1, 1983 through April 30, 1984; and that Exhibit D-3-C (as the same may be revised pursuant to paragraph (H) hereof) shall be in force and effect and used to determine the monthly gallonage fees during the period from May 1, 1984 through April 30, 1985.

The Operator specifically understands and agrees that the monthly gallonage fees determined in accordance with this paragraph (B) and with the said Exhibits D-3-A, D-3-B and D-3-C are based on the projections of specified costs furnished by the Operator, as hereinafter defined, and that such monthly gallonage fees shall constitute the maximum amounts payable by the Port Authority to the Operator for the performance by the Operator of its obligations and services under this Agreement, excepting those items listed as exclusions in subparagraphs (1) through (8) of paragraph (C) of this Article XII."

(c) (1) The first sentence of paragraph (C) thereof shall be amended to read as follows:

"For purposes of this Agreement the Operator has submitted to the Port Authority projections of specifed costs of operating and maintaining the System and of performing other obligations and services required hereunder; such projections for each fiscal contract year during the period May 1, 1982 through April 30, 1985 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit Z-1' and are herein called 'the Projected Costs'; it being specifically understood that Exhibit Z-1 shall be substituted for Exhibit Z attached to Supplemental Agreement No. 2 hereof and all references in the Agreement to said Exhibit Z shall be deemed references to Exhibit Z-1."

(2) There shall be added at the end of said paragraph (C) of Article XII a new subparagraph numbered (viii) to read as follows:

"(viii) The Operator's costs with respect to all parts, equipment, materials, tools and supplies for the hydrant carts and the Operator's costs with respect to the fuel expenses for said hydrant carts, as mentioned in paragraph (a) of Article III of the Agreement, as amended; it being expressly understood, however, that the inclusion of the said Operator's costs in the Projected Costs and in the Actual Costs shall have effect from May 1, 1982 and shall be of prospective effect solely, and, further, that neither the said inclusion, nor anything contained in the Agreement, as amended, shall or shall be deemed to alter, modify, change, waive or prejudice in any way the rights of the Port Authority under the Agreement to disallow the inclusion of any of the said Operator's costs in the Projected Costs or the Actual Costs for any period prior to May 1, 1982."

(d) (1) Item (iii) of subparagraph (a) of paragraph D shall be amended by deleting the words "Exhibit Z, and" appearing therein and by inserting in lieu thereof the words "Exhibit Z-1,".

(2) There shall be added at the end of said subparagraph (a) of paragraph (D) the word "and" and a new item (v) to read as follows:

> "(v) and which shall also show the date and nature of each item of service, repair and maintenance provided by the Operator with respect to the System, including the hydrant carts, and the fuel trucks supplied by the Operator pursuant to Article IX of this Agreement;"

(e) (1) Subparagraph (1) of Paragraph (E) of said Article XII shall be amended to read as follows:

> "(1) At the end of each fiscal contract year the Operator shall apply to the total of the Actual Costs, as hereinafter defined, for such fiscal contract year, a rate of 7.2%; the amount of the product shall be the Operator's management fee for the said fiscal contract year (hereinafter called 'the Operator's fee'). For purposes of this Agreement the Operator has projected the amounts of the Operator's fee for each fiscal contract year during the period commencing May 1, 1982 and ending April 30, 1985, such projections being shown on Exhibit Z-1. Notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that the Operator's fee for each fiscal contract year during the said period shall not in any event exceed the amounts of $390,863 for the fiscal contract year commencing May 1, 1982; $429,227 for the fiscal contract year commencing May 1, 1983; and $473,865 for the fiscal contract year commencing May 1, 1984, as shown in the Operator's projections on Exhibit Z-1."

(2) Subparagraph (3) of paragraph (E) of said Article XII shall be amended by deleting the Words "Exhibit Z" appearing on the eighth, thirteenth and twenty-first lines thereof and by inserting in lieu thereof the words "Exhibit Z-1".

(f) Subparagraph (2) of paragraph (F) of said Article XII shall be amended to read as follows:

> "(2) Notwithstanding subparagraph (1) of this paragraph (F), it is understood and agreed that for any fiscal contract year during the period from May 1, 1982 to April 30, 1985, the Operator shall not be obligated to make the payment required by said subparagraph (1) but only in the event that (i) the total number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users during said fiscal contract year does not exceed 122,000,000 gallons with respect to the fiscal contract years commencing May 1, 1982 and May 1, 1983 and does not exceed 125,400,000 gallons for fiscal contract year commencing May 1, 1984, and (ii) the sum of the Actual Costs plus the specified amount of the Operator's fee for such fiscal contract year is greater than the total of the monthly gallonage fees for such fiscal contract year. Notwithstanding any provision of this Supplemental Agreement and without limiting any other obligation assumed by the Operator under the Agreement, the Operator recognizes that it shall use its best efforts to keep the Actual Costs for each fiscal contract year as low as possible."

(g) There shall be added at the end of paragraph (G) of Article XII of the Agreement new paragraphs (H), (I) and (J) to read as follows:

> "(H) (1) In the event the Operator's actual total labor cost constituting a part of its Actual Costs for the fiscal contract year ending April 30, 1983 is less than its projected 'Total Labor Cost' for the said year as set forth in Exhibit Z-1 (the amount of such difference being hereinafter called 'the first labor differential'), then the Projected Costs and the projected amount of the Operator's fee, as set forth in Exhibit Z-1 shall be reduced for each of the fiscal contract years commencing May 1, 1983 and May 1, 1984 as follows:

(a) With respect to the fiscal contract year commencing May 1, 1983, the amount set forth in Exhibit Z-1 as the 'Total Labor Cost' for the said year, the amount set forth as 'Total Projected Costs' for the said year and the amount set forth as 'Total Projected Net Costs' shall each be reduced by the amount of the first labor differential; further, the amount set forth as 'The Operator's Fee' in Exhibit Z-1 for the said year shall likewise be reduced by multiplying the amount of the revised Total Projected Costs, reduced as aforesaid, by the rate of 7.2%;

(b) With respect to the fiscal contract year commencing May 1, 1984, the amount set forth in Exhibit Z-1 as 'The Total Labor Cost' for the said year, the amount set forth as 'Total Projected Costs' and the amount set forth as 'Total Projected Net Costs' for the said year shall each be reduced by the first labor differential; further the amount set forth as 'the Operator's Fee' in Exhibit Z-1 for the said year shall likewise be reduced by multiplying the amount of the revised 'Total Projected Costs', reduced as aforesaid, by the rate of 7.2%.

(2) Simultaneously with its submission to the Port Authority of the statement described in subparagraph (3) of paragraph (E) of this Article, covering the fiscal contract year ending April 30, 1983, the Operator shall submit to the Port Authority a revised Exhibit Z-1 which shall be in the same form as Exhibit Z-1 attached hereto and which shall contain the exact same projections of specified costs, both as to the nature and the amounts thereof, but which shall contain reduced amounts for the items denominated 'Total Labor Costs', 'Total Projected Costs', 'Total Projected Net Costs' and 'The Operator's Fee' for each of the fiscal contract years commencing May 1, 1983 and May 1, 1984, all in accordance with the provisions of subparagraph (1) hereof. The said revised Exhibit Z-1 shall be labelled 'Exhibit Z-1 (Revision 1)'; and the term 'the Projected Costs' as used in this Agreement, with respect to the fiscal contract years commencing May 1, 1983 and May 1, 1984, shall be deemed to mean the projection of specified costs set forth therein; and the maximum amount of the Operator's fee for each of the fiscal contract years commencing May 1, 1983 and May 1, 1984 shall be the amount set forth therein as 'the Operator's Fee' for each of the said years.

(3) In addition to the foregoing the Operator, at the same time it submits the said revised Exhibit Z-1, shall submit to the Port Authority revised schedules of monthly gallonage fees as follows: a revised Exhibit D-3-B and a revised Exhibit D-3-C which shall be labeled 'Exhibit D-3-B (Revision 1)' and 'Exhibit D-3-C (Revision (1)', respectively, each of which shall contain reduced rates representing the 'Unit Cost Per Gallon' amounts, appropriately adjusted to reflect the reduction in the Operator's projection of costs for the fiscal contract years commencing May 1, 1983 and May 1, 1984 as provided in subparagraphs (1) and (2) hereof. Said revised Exhibits shall be deemed to have retroactive effect to May 1, 1983 and shall be deemed to be substituted for and take the place of Exhibits D-3-B and D-3-C attached hereto, and all references herein to Exhibits D-3-B and D-3-C shall thereafter be deemed references to Exhibit D-3-B (Revision 1) and Exhibit D-3-C (Revision 1), respectively.

(4) Commencing with the month following the month in which the Operator submits the said revised Exhibit Z-1 and revised Exhibits D-3-B and D-3-C, the Port Authority's payments of monthly gallonage fees pursuant to paragraph (B) of this Article XII shall be made in accordance with the said revised Exhibits D-3-B and D-3-C. It is expressly recognized that until the Port Authority commences payments of monthly gallonage fees based on a revised Exhibit D-3-B with respect to the fiscal contract year commencing May 1, 1984, as aforesaid, the Port Authority's payments of monthly gallonage fees for said year will have been computed and paid in accordance with Exhibit D-3-B attached hereto, with a resulting overpayment to the Operator. Accordingly, the Operator hereby expressly agrees that it shall set forth in its statement required under subparagraph (3) of paragraph (E) hereof covering the fiscal contract year ending April 30, 1983 the total of the difference between the amounts paid by the Port Authority as monthly gallonage fees under Exhibit D-3-B attached hereto and the amounts which would

have been paid under Exhibit D-3-B (Revision 1) had the same been then in effect. The full amount of the said difference shall be credited by the Operator against future monthly payments by the Port Authority of the monthly gallonage fees. Such credit shall be continued until the same is exhausted.

(I) (1) In the event there is a first labor differential, in accordance with paragraph (H) hereof, and the Operator's actual total labor cost constituting a part of its Actual Costs for the fiscal contract year ending April 30, 1984 is less than its revised projected 'Total Labor Cost' for the said year as shall be set forth in Exhibit Z-1 (Revision 1) (the amount of such difference being hereinafter called 'the second labor differential'), then the revised Projected Costs and the revised projected amounts of the Operator's fee, as shall be set forth in Exhibit Z-1 (Revision 1) shall be reduced for the fiscal contract year commencing May 1, 1984 as follows:

(a) the amount constituting the Operator's revised 'Total Labor Cost' for the said year as shall be set forth in Exhibit Z-1 (Revision 1) as the 'Total Labor Cost' for the said year shall be further reduced by the amount of the second labor differential; and

(b) the amount constituting the Operator's revised 'Total Projected Costs' and the amount constituting the Operator's revised 'Total Projected Net Costs' for the said year as shall be set forth in Exhibit Z-1 (Revision 1) for the said year shall each be further reduced by the amount of the second labor differential; and

(c) the revised projected amount of 'The Operator's Fee' as shall be set forth as 'The Operator's Fee' in Exhibit Z-1 (Revision 1) for the said year shall be reduced by multiplying the amount of the 'Total Projected Costs', reduced in accordance with sub-subparagraph (b) of this subparagraph (1), by the rate of 7.2%.

(2) In the event there is a first labor differential, in accordance with paragraph (H) hereof, and the Operator's actual total labor cost constituting a part of its Actual Costs for the fiscal contract year ending April 30, 1984 exceeds the amount constituting its revised

projected 'Total Labor Cost' for the said year as shall be set forth in Exhibit Z-1 (Revision 1), then the following provisions shall apply and the provisions of subparagraph (1) of this paragraph (I) shall not be applicable.

(a) The amount constituting the Operator's revised projected 'Total Labor Cost' as shall be set forth in Exhibit Z-1 (Revision 1) for the fiscal contract year commencing May 1, 1984 shall be increased by the amount of the difference between the Operator's actual total labor cost constituting a part of its Actual Costs for the fiscal contract year ending April 30, 1984 and the amount constituting the Operator's projected 'Total Labor Cost' for the said year as shall be set forth in Exhibit Z-1 (Revision 1), subject, however, to the following limitation: in no event shall the revised projected 'Total Labor Cost' for the fiscal contract year commencing May 1, 1984 exceed the amount of $5,313,002 set forth in Exhibit Z-1 attached hereto as the Operator's projected 'Total Labor Cost' for the fiscal contract year commencing May 1, 1984;

(b) The amount constituting the Operator's revised 'Total Projected Costs' and the amount constituting the Operator's revised 'Total Projected Net Costs' as shall be set forth in Exhibit Z-1 (Revision 1) for the fiscal contract year commencing May 1, 1984 shall each be increased by the amount of the said difference between the Operator's actual total labor cost constituting a part of its Actual Costs for the fiscal contract year ending April 30, 1984 and the amount constituting the Operator's revised projected 'Total Labor Cost' for the said year as shall be set forth in Exhibit Z-1 (Revision 1), subject, however, to the following limitation: in no event shall the Operator's revised 'Total Projected Costs' for the fiscal contract year commencing May 1, 1984 exceed the amount of $6,581,465 set

forth in Exhibit Z-1 attached hereto as the Operator's projected 'Total Projected Costs' for the fiscal contract year commencing May 1, 1984; and

(c) The amount constituting 'The Operator's Fee' for the fiscal contract year commencing May 1, 1984 as shall be set forth in Exhibit Z-1 (Revision 1) shall be increased by multiplying the new amount of the Operator's 'Total Projected Costs' for the said year, adjusted as provided in sub-subparagraph (b) of this subparagraph (2) by the rate of 7.2%, subject, however, to the following limitation, in no event shall the revised projected amount of 'The Operator's Fee' for the fiscal contract year commencing May 1, 1984 exceed the amount of $473,865 set forth as 'The Operator's Fee' in Exhibit Z-1 attached hereto for the fiscal contract year commencing May 1, 1984.

(3) Simultaneously with its submission to the Port Authority of the statement described in subparagraph (3) of paragraph (E) of this Article, covering the fiscal contract year ending April 30, 1984, and if the provisions of subparagraph (1) or subparagraph (2) hereof are applicable, the Operator shall submit to the Port Authority a second revised Exhibit Z-1 which shall be in the same form as Exhibit Z-1 attached hereto and which shall contain the exact same projections of specified costs, both as to the nature and the amounts thereof, but which shall contain further reduced amounts for the items denominated 'Total Labor Cost', 'Total Projected Costs', 'Total Projected Net Costs' and 'The Operator's Fee' for the fiscal contract year commencing May 1, 1984, if the provisions of subparagraph (1) of this paragraph (I) are applicable, or, if the provisions of subparagraph (2) of this paragraph (I) are applicable, increased amounts for the said items denominated 'Total Labor Cost', 'Total Projected Costs', 'Total Projected Net Costs' and 'The Operator's Fee' all in accordance with the provisions of subparagraphs (1) or (2) hereof. The said second revised Exhibit Z-1 shall be labelled 'Exhibit Z-1 (Revision 2)' and the term 'the Projected Costs' as used in this Agreement

shall, with respect to the fiscal contract year commencing May 1, 1984, be deemed to mean the projection of specified costs set forth therein; and the maximum amount of the Operator's fee for the fiscal contract year commencing May 1, 1984 shall be the amount set forth therein as 'The Operator's Fee', subject to the limitations stated in subparagraph (2) hereof.

(4) In addition to the foregoing, the Operator, at the same time it submits the said second revised Exhibit Z-1, shall submit to the Port Authority a second revised schedule of monthly gallonage fees as follows: a revised Exhibit D-3-C which shall be labelled 'Exhibit D-3-C (Revision 2)', which shall contain reduced rates representing the 'Unit Cost Per Gallon' amounts, appropriately revised to reflect the adjustment in the Operator's projection of costs for the fiscal contract year commencing May 1, 1984 as provided in subparagraphs (1) and (2) hereof. Said revised Exhibit shall be deemed to have retroactive effect to May 1, 1984 and shall be deemed to be substituted for and take the place of Exhibit D-3-C attached hereto and Exhibit D-3-C (Revision 1) to be submitted by the Operator in accordance with paragraph (H) of this Article XII, and all references in the Agreement to Exhibit D-3-C shall be deemed references to Exhibit D-3-C (Revision 2).

(5) Commencing on the first day of the month following the month in which the Operator submits the said Exhibit Z-1 (Revision 2) and Exhibit D-3-C (Revision 2), the Port Authority's payments of monthly gallonage fees pursuant to paragraph (B) of this Article XII shall be made in accordance with the said Exhibit D-3-C (Revision 2). It is expressly recognized that until the Port Authority commences payments of monthly gallonage fees based on Exhibit D-3-C (Revision 2) with respect to the fiscal contract year commencing May 1, 1984, the Port Authority's payments of monthly gallonage fees for said year will have

been computed and made in accordance with Exhibit D-3-C (Revision 1), as called for in paragraph (H) above. The Operator shall set forth in its statement required under subparagraph (3) of paragraph (E) hereof covering the fiscal contract year ending April 30, 1984 the total of the difference between the amounts paid by the Port Authority as monthly gallonage fees under said Exhibit D-3-C (Revision 1) and the amounts which would have been paid under Exhibit D-3-C (Revision 2) had the same been then in effect. In the event overpayments were made by the Port Authority as a result of the said revision to Exhibit D-3-C, the full amount of the overpayments shall be credited by the Operator to the Port Authority against future monthly payments by the Port Authority of the monthly gallonage fees. Such credit shall be continued until the same is exhausted. In the event there are any monies owed to the Operator as a result of the said second revision of Exhibit D-3-C, then the full amount thereof shall be paid to the Operator after the receipt by the Port Authority of the aforesaid statement of the Operator required under paragraph (E)(3) hereof, said payment to be made no later than the date of the last monthly payment of the monthly gallonage fees for the fiscal contract year ending April 30, 1985.

(J) It is specifically understood and agreed that the provisions of paragraph (G) of this Article XII shall pertain and apply to the obligations of the Operator under paragraphs (H) and I hereof, including the statements, revised Exhibits, computations, comparisons and conclusions to be made by the Operator thereunder. Notwithstanding the foregoing, however, in addition to and without limiting the provisions of said paragraph (G), it is specifically understood and agreed that all of the items, computations and revised Exhibits required to be submitted by the Operator under paragraph (H) and I hereof shall be submitted subject to the review of the Port Authority, and further, that the Port Authority, upon its review of the same, shall have the right to require the Operator to correct any of the said items, computations and revised Exhibits and the Operator shall promptly make all such corrections."

4. Article XIII of the Agreement as previously amended shall be further amended as follows:

(a) Paragraph (b) thereof shall be amended to read as follows:

"(b) The Operator in its own name as assured and with the Port Authority included as an additional insured, but only as to the policies named in items II and III below, shall maintain and pay the premiums on the following described policies of insurance which shall cover its operations hereunder and which shall be kept in effect during the entire period of this Agreement:

	Description	Limit of Liability
I.	Workers' Compensation Insurance Employer's Liability Insurance	Statutory as required $500,000 per occurrence
II.	Liability Insurance	
	A. Airport Premises - Operations	
	Comprehensive General Liability, including automotive vehicles (covering owned, hired, and non-owned vehicles), and products hazards, completed operations, explosions, collapse and underground property damages coverages and with a contractual liability endorsement reflecting the indemnities set forth in paragraph (a) of this Article XIII combined single limit for bodily injury and property damage, said insurance not to contain any care, custody or control exclusions except for petroleum products in the care, custody and control of the Operator.	$250,000,000 each occurrence subject to a $250,000,000 annual policy aggregate for products hazards coverage
	B. Automotive Vehicles (while away from Airport premises)	
	Comprehensive Automotive Vehicles Liability covering owned, hired and non-owned vehicles, combined single limit for bodily injury and property damage.	$50,000,000 each occurrence
III.	Environmental Impairment	$4,000,000 per claim subject to a deductible of $5,000 per claim and $8,000,000 annual policy aggregate.

IV. The insurance policies required under Items II and III above shall also provide or contain an endorsement providing that the protections afforded the Operator thereunder with respect to any claim or action against the Operator by a third person shall pertain and apply with like effect with respect to any claim or action against the Operator by the Port Authority, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured."

(b) (1) The first subparagraph of paragraph (c) of Article XIII shall be amended to read as follows:

"The Operator shall during the effective period of this Agreement, insure and keep insured the Underground Aviation Fuel System (other than the hydrant carts) to the extent of 100% of the replacement value thereof 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 Jersey 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 Jersey and the form of extended coverage endorsement prescribed as of the effective date of said insurance by the Rating Organization having jurisdiction, and also covering 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 Jersey."

(2) Said paragraph (c) of Article XIII shall be further amended by adding at the end thereof a new subparagraph to read as follows:

"Any and all insurance policies required under this paragraph (c) shall provide that the insurance carrier expressly agrees to waive its rights of subrogation with respect to claims for loss or damage to the System against the Airline Users."

(c) Paragraph (d) of said Article XIII shall be amended to read as follows:

"(d) In addition to the foregoing, the Operator, in its own name as insured, and including the Port Authority as an additional insured, shall during the effective period of this Agreement maintain and pay the premium on a policy of insurance covering,

(i) to the extent of the replacement value thereof, on all aviation fuel stored in the System from the time such fuel is accepted on delivery until it is transferred into an Aircraft operator's aircraft hereunder, covering physical loss or damage insurance from any cause on an all-risk basis except for the perils of (1) delay, deterioration, inherent vice and/or loss of market, (2) mysterious disappearance or unexplained shortages disclosed by the taking of inventory, (3) hostile or warlike action in time of peace or war, (4) infidelity or dishonesty of any employee of the Operator, (5) nuclear explosion and radiation contamination, and (6) loss or damage cause by or resulting from the explosion or rupture or bursting of pressure vessels or pipes (however, explosion, rupture or bursting of oil transfer lines and associated piping and equipment to and from storage tanks and facilities are covered), or steam boilers, or steam pipes, or steam turbines, or steam engines, or flywheels, owned or operated by the Operator, or mechanical or machinery breakdown; and

(ii) fidelity insurance, to the extent of $100,000 per employee, plus $900,000 per occurrence.

Any and all policies of insurance required under subparagraph (i) of this paragraph (d) shall provide that the insurance carrier expressly agrees to waive its rights of subrogation with respect to any claims for loss against the Port Authority."

(d) Paragraph (e) of said Article XIII shall be amended to read as follows:

"(e) Certified copies of the aforesaid policies of insurance or a certificate or certificates evidencing the existence thereof or binders shall be delivered to the Port Authority prior to the commencement of operations hereunder, and in the event binders only have been so delivered then certified copies of the policies or a certificate or certificates evidencing the existence thereof shall be delivered to the Port Authority within ten (10) days after the execution of this Agreement, and certified copies or certificates of renewal policies at least fifteen (15) days before the expiration of the original policies. Each such copy or certificate shall contain a valid provision or endorsement to the effect that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written notice thereof to the

Port Authority. Each certified copy of the foregoing required policies of insurance or each certificate thereof shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority. Any renewal policy or certificate 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, the policies obtained under this Agreement shall be or become unsatisfactory to the Port Authority either 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. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority."

5. The Operator has supported its performance under this Agreement with a Contract of Guaranty executed by its parent company, Allied Maintenance Corporation. The parties now desire to provide for a new form of Contract of Guaranty and, accordingly, Article XXXII shall be added to the Agreement to read as follows:

"The Operator shall procure, and at all times during the effective period of the Agreement maintain in full force and effect an Agreement of Guaranty executed by Allied Maintenance Corporation (the parent company of which the Operator is a wholly-owned subsidiary) wherein and whereby Allied Maintenance Corporation absolutely and unconditionally guarantees that the Operator will faithfully perform and fulfill everything on its part to be performed and fulfilled under the Agreement and any amendments and/or supplements thereto. Such Guaranty of Allied Maintenance Corporation shall be in the form attached hereto and marked 'Exhibit G-1'."

6. Article XXVIII of the Agreement, as heretofore amended, shall be further amended by deleting the words "eight percent (8%)" appearing in the penultimate sentence thereof and by substituting in lieu thereof the words "ten per cent (10%)".

Effective as of September 1, 1982 (or on the later date set forth in the Port Authority's notice pursuant to paragraph 10 hereof):

7. Article II of the Agreement, as heretofore amended, shall be further amended to read as follows:

"Article II. Receipt, Storage and Distribution of Aviation Fuel

(a) After the opening and activation of either Passenger Terminal Building B or Passenger Terminal Building A, whichever Passenger Terminal Building is first completed and occupied by the Airline Lessees the System, or at least the necessary portion thereof, will be activated and put into service so as to accomplish the required into-plane fueling services for the Airline Lessees of the completed Passenger Terminal Building. At such time the Operator, in accordance with and in full compliance with the aircraft fueling procedures outlined in Exhibit C, attached hereto and made a part hereof, shall commence the performance of the services needed for the receipt, storage and distribution of aviation fuel and the into-plane delivery of such fuel into aircraft of the Airline Lessees of the completed Passenger Terminal Building through hydrants located under the paving of the Aircraft Gate Positions and thence through the hydrant carts located on the Aircraft Gate Positions of such Airline Lessees and also, as necessary, into-plane delivery of aviation fuel from fuel trucks into aircraft of such Airline Lessees.

The Operator shall also maintain the System and continue the care-taking service as to the remaining portion, if any, of the System which as of such time has not yet been activated and until such time as the entire System is activated.

(b) As part of its services hereunder in operating the System, the Operator, on behalf of each Fuel Storage Permittee and as agent of each such Fuel Storage Permittee shall accept the aviation fuel delivered by each such Fuel Storage Permittee or by its Supplier. The acceptance of aviation fuel by the Operator on behalf of each Fuel Storage Permittee shall be limited to the extent that the fuel tank storage capacity made available to the Fuel Storage Permittee is sufficient to accommodate such aviation fuel delivered for such Fuel Storage Permittee.

(c) Without limiting any other obligation of the Operator under this Agreement, the Operator shall perform the services contemplated in this Agreement in conformance with the standards and

procedures specified in Exhibit C and in Exhibit X, attached hereto and hereby made a part hereof, provided, however, that the Port Authority may agree with fifty percent (50%) of all Airline Lessees representing seventy-five percent (75%) of the total gallons of aviation fuel delivered into Aircraft during the twelve (12) consecutive calendar months preceding such agreement, as to changes in said Exhibit X.

(d) The Operator shall carefully segregate aviation fuel of different grades, received, stored in and delivered from the fuel storage facilities of the System. The Operator may, however, commingle aviation fuel owned by a Fuel Storage Permittee with aviation fuel owned by other Fuel Storage Permittees provided that such aviation fuel is of the same grade, and, if from time to time directed by the Port Authority, the Operator shall so commingle. As used herein, the word 'grade' shall be deemed to refer to octane rating, lead content and any other variable element which affects the character or quality of the fuel. Aviation fuel shall not be deemed to be of a different grade if the specifications of such fuel come within the maximum and minimum current standards allowed in the specifications provided in an Aircraft Operator's contract for the purchase of aviation fuel or within the current standards usually accepted from its suppliers within the continental United States under similar circumstances.

Notwithstanding the foregoing, the Operator shall not commingle bonded aviation fuel with non-bonded aviation fuel, but may commingle, in storage tanks reserved exclusively for bonded aviation fuel and designated as bonded storage tanks, bonded aviation fuel of a Fuel Storage Permittee with bonded aviation fuel owned by other Fuel Storage Permittees, provided that such bonded aviation fuel is of the same grade. As used herein the words 'bonded aviation fuel' shall mean aviation fuel imported by an Aircraft Operator or its supplier under U.S. Customs Warehouse Bond and as to which the Aircraft Operator or its supplier has delivered to the Port Authority or to the Operator, all necessary and appropriate certifications with respect to the grade and specifications of such bonded aviation fuel.

(e) The Operator shall make available to the Fuel Storage Permittees such existing tanks as are necessary for the proper operation of the System as such tanks may from time to time be

provided by the Port Authority (it being understood and agreed that the Port Authority may at any time and from time to time modify or otherwise alter the System including the number, type and location of the tanks comprising a part thereof). The Operator shall, upon notice from the General Manager so to do given at any time and from time to time, change such tank assignments in accordance with his directions.

(f) Notwithstanding the acceptance of aviation fuel from or on behalf of the various Fuel Storage Permittees and the storage of fuel in the fuel storage facilities of the System nevertheless, title to all such aviation fuel shall remain in the Fuel Storage Permittee, with respect to fuel stored by such Fuel Storage Permittee until into-plane delivery of such fuel has been made into the Aircraft (or in the case of a Fixed Base Operator into trucks of such Fixed Base Operator), at which time title to such aviation fuel shall pass to the Aircraft Operator operating such Aircraft.

(g) It is acknowledged that the agreement to be entered into between the Operator and each Fuel Storage Permittee is to be in the form and substance of the exhibit attached hereto and hereby made a part hereof and marked Exhibit Y-1, where the Fuel Storage Permittee is an Aircraft Operator, and in the form and substance of the exhibit attached hereto and hereby made a part hereof and marked Exhibit Y-2, where such Fuel Storage Permittee is a Supplier of an Aircraft Operator (said Exhibits, as the same may hereafter be supplemented and amended, being herein in this subparagraph (g) sometimes collectively referred to as 'the Operator's fuel service agreements'). It is hereby recognized and agreed that said Exhibits Y-1 and Y-2 are in final form with the exception of Paragraphs 1101 and 1102 of each of the said Exhibits, which paragraphs are in preliminary form and are being revised by the Operator, and that said revisions shall be completed prior to the effective date herein set forth. It is further agreed that upon the Operator's finalization of the said paragraphs 1101 and 1102 of the said Exhibits and after the Port Authority's review and approval of the same, an appropriate Supplemental Agreement to this Agreement shall be entered into between the Port Authority and the Operator which shall provide for the incorporation of the final

version of the said paragraphs 1101 and 1102 into Exhibits Y-1 and Y-2 and appropriate revisions to this Agreement. It is also acknowledged that the Operator's fuel service agreements contain provisions concerning losses of aviation fuel stored in the System. As between the Port Authority and the Operator, it is expressly agreed that in the event of any inconsistency between the provisions of the Operator's fuel service agreements and this Agreement, the provisions of this Agreement shall prevail and control. The Operator shall not discriminate against any Fuel Storage Permittee and shall not act arbitrarily and capriciously under the Operator's fuel service agreements.

It is further expressly agreed that in the event of any difference or dispute with respect to any of the Operator's fuel service agreements between the Operator and any Fuel Storage Permittee, the Operator shall keep the Port Authority advised of the status of any such difference or dispute. The Operator shall use all reasonable efforts to attempt to resolve said difference or dispute. If said difference or dispute is not resolved by the Operator and the Fuel Storage Permittee, the Operator shall give the Port Authority notice of the fact that it has been unable to resolve said dispute or difference. The Port Authority shall have the right upon receipt of such notice or a similar notice from the Fuel Storage Permittee to participate with the Operator and with the Fuel Storage Permittee in efforts to resolve said difference or dispute, it being understood that the basic principles involved in any resolution of such difference or dispute shall be the provisions of the Master Lease, this Agreement, the Fuel Storage Permits and the Operator's fuel service agreements. Nothing contained herein shall be deemed to preclude the Operator or any Fuel Storage Permittee who has a dispute with the Operator under the Operator's fuel service agreement from litigating that dispute in the appropriate forum. It is expressly recognized that changes in the operation of the System may be required or appropriate as a result of changed circumstances, reflected to some extent in the Operator's fuel service agreements and in the permits of the Fuel Storage Permittees. The Operator shall accommodate itself to the changed circumstances and shall accomplish such changes as are required or appropriate in the operation of the System.

(h) The Operator hereby acknowledges that it has received the forms of permits to be issued by the Port Authority to Fuel Storage Permittees, and that there are four such forms of permits: a form for a Fuel Storage Permittee which is a Master Lessee (as therein defined); a form for a Fuel Storage Permittee which is Scheduled D Airline (as therein defined) and not a Master Lessee; a form for a Fuel Storage Permittee which is a Supplier; and a form for a Fuel Storage Permittee which is a Fixed Base Operator. The Port Authority agrees to keep the Operator advised as to a current listing of Fuel Storage Permittees.

The Operator shall not make any change in Exhibit Y-1 or Exhibit Y-2 to be entered between the Operator and any Fuel Storage Permittee without the prior written approval of the Port Authority.

(i) The Operator shall also distribute and make into-plane fuel deliveries of the aviation fuel stored in the aforesaid fuel storage facilities of the System on behalf of each Airline Lessee to the aircraft of each such Airline Lessee principally by use of the Underground Fuel Distribution System and at times, as directed by the Port Authority's General Manager of New Jersey Airports, by means of refueler trucks, which trucks shall be filled in the Truck Fill Stand of the System.

(j) The into-plane fuel delivery by means of the System shall be through available Underground Piping to hydrants located under the pavements of the Airline Lessees' Gate Positions and from such hydrants through hydrant carts located on the Airline Gate Positions.

(k) The Operator shall also perform, for the Airline Users all necessary defueling operations at a separate rate (not to be included in the Operator's bid) of $.03 per gallon to be paid by the Airline User to and retained by the Operator.

8. Paragraph (A) of Article XII of the Agreement, as previously amended, shall be further amended to read as follows:

"(A) Not later than the 20th day of June, 1979 and not later than the 20th day of each and every month thereafter during the effective period of this Agreement, including the month following the expiration or earlier termination thereof, the Operator shall certify to the Port Authority by means of a sworn statement of a responsible fiscal officer of the Operator the following:

(1) The number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users other than Fixed Base Operator(s) during the preceding calendar month;

(2) The number of gallons of aviation fuel delivered by the Operator into the fuel trucks of each Fixed Base Operator during the preceding calendar month;

(3) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each Fuel Storage Permittee during the preceding calendar month;

(4) The number of gallons of aviation fuel received from each Fuel Storage Permittee which is not an Aviation Fuel Supplier during the preceding calendar month;

(5) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Airline Customer of each Aviation Fuel Supplier during the preceding calendar month;

(6) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Fuel Storage Permittee during the preceding calendar month;

(7) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each of its customers who are general aviation aircraft operators during the preceding calendar month;

(8) The total number of labor hours of the types included in the Projected Costs expended during the preceding calendar month, listed by craft and showing both straight time and overtime, covering the Operator's performance of all of its obligations under this Agreement.

The statement covering item (2) shall also be delivered to the Fixed Base Operator; the statements covering items (3) and (4) shall also be delivered to each Fuel Storage Permittee, and when such Permittee is a Supplier, the statement shall individually list each Fuel Storage Permittee for whom the receipt and/or delivery of the aviation fuel has been made; the statement covering item (5) shall also be suplied to each Airline Customer as to deliveries to its aircraft; the statements covering item (6) shall also be delivered to each Fuel Storage Permittee."

9. Article XXV of the Agreement, as previously amended, shall be further amended as follows:

(a) Subparagraph (k) thereof shall be amended to read as follows:

"(k)(1) 'Supplier' or 'Aviation Fuel Supplier' shall mean a person, corporation or other legal entity engaged at the Airport in the business of supplying aviation fuel to an Aircraft Operator.

(2) 'Fuel Storage Permittee' shall mean an Aircraft Operator or a Supplier which holds a permit to store aviation fuel in the fuel storage facilities of the System.

(3) 'General aviation aircraft operator' shall mean the operators of private, corporate or itinerant aircraft, helicopters or air taxis."

(b) Subparagraph (n) shall be added at the end thereof to read as follows:

"(n) 'Master Lease' shall mean the several agreements of lease made as of various dates between the Port Authority and several of the airlines engaged in air transportation services at the Airport and covering certain premises thereat, all of which are uniform as to provisions of Sections 17, 18, 19, 20

and Schedule D thereof with respect to the receipt, storage and distribution of aviation fuel, as the same has been and may hereafter be extended, amended or supplemented."

10. With respect to the said effective date of paragraphs 7 through 9 hereof, it is hereby agreed that in the event the Supplements to the Master Lease to be entered into between the Port Authority and the Airlines who are parties to the Master Lease, as defined in the Agreement, as hereby amended, containing provisions amending the Sections thereof which cover the receipt, storage and distribution of aviation fuel at the Airport, are effective on a date later than September 1, 1982, then said paragraphs 7 through 9 hereof shall be effective as of such later date which date shall be set forth in a written notice given by the Port Authority to the Operator.

11. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Article V and XX.

12. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplement No. 5 and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the anti-trust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplement No. 5 by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

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

14. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

15. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
S. J. NOWINSKI

(Title) EXECUTIVE ASST. TO DIRECTOR OF AVIATION

(Seal)

ATTEST:

Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By _____

(Title) President

(Corporate Seal)

APPROVED AS TO FORM

EXHIBIT D-3-A

GALLONAGE FEES
5/1/82 - 4/30/83

GALLONS OF AVIATION FUEL DELIVERED INTO AIRCRAFT PER MONTH	UNIT COST PER GALLON
0.0 - 10.5 Million Gallons	$.04763
10.5 - 11.0	.04539
11.0 - 11.5	.04334
11.5 - 12.0	.04147
12.0 - 12.5	.03976
12.5 - 13.0	.03820
13.0 - 13.5	.03675
13.5 - 14.0	.03541
14.0 - 14.5	.03416
14.5 - 15.0	.03300
15.0 - 15.5	.03192
15.5 - 16.0	.03091
16.0 - 16.5	.02995
16.5 - 17.0	.02906
17.0 - 17.5	.02822
17.5 - 18.0	.02743
18.0 - 18.5	.02668
18.5 - 19.0	.02598
19.0 - 19.5	.02532
19.5 - 20.0	.02467
20.0 - 20.5	.02407
20.5 - 21.0	.02348
21.0 - 21.5	.02294
21.5 - 22.0	.02242
22.0 - 22.5	.02192
22.5 - 23.0	.02145
23.0 - 23.5	.02100
23.5 and Over	.02055

For the Port Authority

Initialled:

For the Operator

EXHIBIT D-3-B

GALLONAGE FEES
5/1/83 - 4/30/84

GALLONS OF AVIATION FUEL DELIVERED INTO AIRCRAFT PER MONTH	UNIT COST PER GALLON
0.0 - 10.5 Million Gallons	$.05230
10.5 - 11.0	.04984
11.0 - 11.5	.04761
11.5 - 12.0	.04555
12.0 - 12.5	.04369
12.5 - 13.0	.04196
13.0 - 13.5	.04037
13.5 - 14.0	.03892
14.0 - 14.5	.03755
14.5 - 15.0	.03627
15.0 - 15.5	.03508
15.5 - 16.0	.03397
16.0 - 16.5	.03293
16.5 - 17.0	.03195
17.0 - 17.5	.03103
17.5 - 18.0	.03017
18.0 - 18.5	.02934
18.5 - 19.0	.02858
19.0 - 19.5	.02784
19.5 - 20.0	.02714
20.0 - 20.5	.02648
20.5 - 21.0	.02585
21.0 - 21.5	.02525
21.5 - 22.0	.02467
22.0 - 22.5	.02413
22.5 - 23.0	.02360
23.0 - 23.5	.02310
23.5 and Over	.02264

For the Port Authority

Initialled:

For the Operator

EXHIBIT D-3-C

GALLONAGE FEES
5/1/84 - 4/30/85

GALLONS OF AVIATION FUEL DELIVERED INTO AIRCRAFT PER MONTH	UNIT COST PER GALLON
0.0 - 10.5 Million Gallons	$.05618
10.5 - 11.0	.05363
11.0 - 11.5	.05129
11.5 - 12.0	.04915
12.0 - 12.5	.04719
12.5 - 13.0	.04538
13.0 - 13.5	.04369
13.5 - 14.0	.04213
14.0 - 14.5	.04068
14.5 - 15.0	.03933
15.0 - 15.5	.03805
15.5 - 16.0	.03686
16.0 - 16.5	.03575
16.5 - 17.0	.03470
17.0 - 17.5	.03371
17.5 - 18.0	.03276
18.0 - 18.5	.03188
18.5 - 19.0	.03105
19.0 - 19.5	.03025
19.5 - 20.0	.02950
20.0 - 20.5	.02877
20.5 - 21.0	.02808
21.0 - 21.5	.02744
21.5 - 22.0	.02681
22.0 - 22.5	.02621
22.5 - 23.0	.02565
23.0 - 23.5	.02510
23.5 and Over	.02457

For the Port Authority

Initialled:

For the Operator

EXHIBIT G-1

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") is about to enter into the foregoing attached Supplemental Agreement No. 5 (hereinafter referred to as the "Supplemental Agreement") to a certain Agreement bearing Port Authority designation AN-652 (which Agreement as heretofore amended and as further amended by the aforesaid Supplemental Agreement is hereinafter referred to as the "Agreement") with ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter and in the Agreement referred to as the "Operator") which Agreement covers services to be performed by the Operator including the operation, maintenance and repair of facilities for the receipt, storage and distribution of aviation fuel at Newark International Airport.

WHEREAS, the Agreement imposes certain terms and conditions upon the Operator including the obligation of the Operator to procure and maintain with the Port Authority the Guaranty of Allied Maintenance Corporation guaranteeing to the Port Authority the performance by the Operator of all of the terms and conditions imposed upon the Operator by the Agreement; and

WHEREAS, ALLIED MAINTENANCE CORPORATION (hereinafter referred to as "the Guarantor"), a corporation of the State of New York having its principal place of business at Two Pennsylvania Plaza, New York, New York 10121, is the absolute and unconditional owner of all of the issued and outstanding voting shares of the capital stock of the Operator which was organized by and through the efforts of said Guarantor; and

WHEREAS, this Guaranty is made in connection with and incidental to the exercise by the Guarantor of its corporate rights, powers, privileges and franchises and in fulfillment of its corporate purposes and objects; and

WHEREAS, in order to induce the Port Authority to enter into and execute the Supplemental Agreement, the Guarantor has offered to absolutely and unconditionally guarantee the performance by the Operator of all of the terms, covenants and conditions of the Agreement on the part of the Operator to be performed, fulfilled and observed to the extent set forth herein; and

WHEREAS, the execution of the Supplemental Agreement by the Port Authority will inure to the benefit of and enhance, promote and develop the business of the Guarantor;

NOW, THEREFORE, for and in consideration of and as an inducement to the Port Authority to enter into and execute the Supplemental Agreement with the Operator, the Guarantor does hereby covenant and agree with the Port Authority as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that the Operator will duly, punctually and faithfully perform, fulfill and observe each and every term, covenant and condition of the Agreement on the part of the Operator to be performed, fulfilled and observed, provided, however, with respect to claims for bodily injury (including death) and property damage the Guarantor's liability under this Guaranty shall be limited to the risks to be insured pursuant to Article VIII and paragraph (b) of Article XIII of the Agreement, as amended by Supplemental Agreement No. 5 thereto, and shall in no event exceed the amount for which the Operator is obligated to be insured pursuant to said Article VIII and the said paragraph (b) of Article XIII with respect to injury or damage involved in the particular case, but said proviso shall not apply to claims for petroleum loss to the extent the Operator may be liable to the Port Authority with respect to such claims.

2. The Guarantor hereby waives and dispenses with any notice of non-observance, non-performance or non-fulfillment on the part of the Operator or proof of notice or demand to charge the Guarantor therefor and agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of any failure of the Port Authority to insist upon strict performance by the Operator under the Agreement or by the assertion by the Port Authority against the Operator of any of the rights or remedies reserved to the Port Authority under the provisions of the Agreement, or by the withdrawal, discontinuance or settlement of any judicial or other proceedings brought by the Port Authority against the Operator.

3. The liability of the Guarantor hereunder shall in no way be affected by:

(a) The release or discharge of the Operator in any creditors', receivership, bankrupcy or other similar proceedings.

(b) The impairment, limitation or modification of the liability of the Operator or its estate in bankruptcy, or of any remedy for the enforcement of the Operator's said liability under the Agreement, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Operator or its estate.

(c) The rejection or disaffirmance of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(d) Any disability or any defense of the Operator.

4. This Contract of Guaranty shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Agreement whether in accordance with the terms of the Agreement or by a separate or additional document, and notwithstanding any such renewal, modification or extension, whether or not the Guarantor has specifically consented to such renewal, modification or extension. The liability of the Guarantor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Guarantor's consent to any such renewal, modification or extension, notwithstanding that the Port Authority may have previously obtained such consent with respect to a prior renewal, modification or extension.

5. Effective as of the 1st day of May, 1982 this Guaranty shall be deemed to supersede and replace the Guaranty given by the Guarantor to the Port Authority under the date of April 18, 1973 and guaranteeing the obligations of the Operator under the Agreement, provided, however, the execution and delivery of this Guaranty by the Guarantor shall not operate to relieve the Guarantor from any obligation it may have under the Guaranty dated April 18, 1973 for any breaches, violations or omissions of the Operator occurring prior to May 1, 1982. The Guarantor expressly acknowledges that the said Guaranty dated April 18, 1973 remained and continued in full force and effect during each and all of the extensions of the Agreement made prior to May 1, 1982.

This Guaranty shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Guarantor, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed and delivered to the Port Authority this Guaranty the day of , 1982.

ATTEST:

ALLIED MAINTENANCE CORPORATION

_____
Secretary

By _____

(Title) _____ President

(Seal)

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

On the day of 1982, before me personally came , to me known who being by me duly sworn, did depose and say that he resides in ; that he is the President of Allied Maintenance Corporation, the corporation described in and which executed the foregoing instrument of Guaranty; that he well knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(notarial seal and stamp)

ALLIED MAINTENANCE CORPORATION

Certification of Secretary

I, Secretary of ALLIED MAINTENANCE CORPORATION, a corporation of the State of New York, do hereby certify as follows:

1. Allied Maintenance Corporation is the unconditional and absolute owner of all of the issued and outstanding voting shares of the capital stock of Allied Aviation Service Company of New Jersey, Inc., a corporation of the State of New Jersey.

2. That the following is a full, true and correct copy of Resolutions duly adopted by the Board of Directors of Allied Maintenance Corporation at a meeting of the Board of Directors held on the day , 1982, duly called and held in accordance with the law of New York and the charter and by-laws of Allied Maintenance Corporation, and that the said Resolutions are still in full force and effect:

> "RESOLVED, that in order to induce The Port Authority of New York and New Jersey to enter into and execute the foregoing attached Supplemental Agreement No. 5 with Allied Aviation Service Company of New Jersey, Inc. covering the extension of the period and other terms and conditions of the Agreement, as defined in the attached Guaranty, and the receipt, storage and distribution of aviation fuel at Newark International Airport, this Corporation shall at all times during the effective period of the said Agreement, as the same may be extended, supplemented or amended, guarantee the obligations of Allied Aviation Service Company of New Jersey, Inc. and the full, punctual and faithful performance of all of the terms and conditions to be performed, fulfilled and observed by Allied Aviation Service Company of New Jersey, Inc. under the said Agreement, provided, however, that with respect to claims for bodily injury (including death) and property damage the Corporation's liability under said Guaranty shall be limited to the risks to be insured pursuant to Article VIII and paragraph (b) of Article XIII of the Agreement, as amended by the aforesaid Supplemental Agreement No. 5, and shall in no event exceed the amount

for which Allied Aviation Service Company of New Jersey, Inc. is obligated to be insured pursuant to said Article VIII and paragraph (b) of Article XIII with respect to injury or damage involved in the particular case, but said proviso shall not apply to claims for petroleum loss to the extent Allied Aviation Service Company of New Jersey, Inc. may be liable to The Port Authority of New York and New Jersey with respect to such claims; and be it further

"RESOLVED, that in the judgment of the Board of Directors, this action will effectuate the purposes and objectives of this Corporation, and will inure to the benefit of and promote, enhance and develop the business and assets of this Corporation and will generally promote its best interests; and be it further

"RESOLVED, that the President or any Vice-President of this Corporation, be and each of them is hereby authorized and directed to make, execute and deliver to the Port Authority on behalf of and in the name of this Corporation, a written Guaranty, guaranteeing the aforesaid obligations of Allied Aviation Service Company of New Jersey, Inc. as set forth above; and be it further

"RESOLVED, that the officers of this Corporation and each of them are hereby authorized and directed to take such steps, execute such documents and perform such other acts and things on behalf of this Corporation as may be necessary or convenient for the purpose of effecting such Guaranty."

3. IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal hereto, this day of , 1982.

Secretary of ALLIED MAINTENANCE CORPORATION

Initialled: FOR THE PORT AUTHORITY

FOR THE OPERATOR

(S E A L)

EXHIBIT X**

Fueling Standards, Specifications and Delivery Procedures

1. The Lessee hereby appoints the Port Authority's independent contractor (hereinafter called "the Operator") as its agent to accept delivery on its behalf of aviation fuel delivered to the Airport by the Lessee or by its supplier. The Operator's authority and responsibility in such respect shall be limited to (a) accepting only such deliveries of aviation fuel of which the Operator has been notified in advance in writing by the Lessee or its supplier, through its duly authorized officers, employees or agents, and (b) checking each delivery of aviation fuel for quantity and, as set forth in paragraph 2 hereof, examining each delivery of aviation fuel. The Lessee shall accept the Operator's determination of the quantity of any delivery, except in the case of fraud, gross negligence or willful misconduct. The Operator shall acknowledge receipt of the aviation fuel so delivered and, after each such delivery, shall promptly forward to the Lessee a copy of its or its supplier's receipt for the aviation fuel so delivered.

2. At the time of each delivery of aviation fuel, the Operator shall perform (and make a record thereof) simple visual tests and a millipore test to ascertain the correct grades of aviation fuel delivered to it regardless of any delivery ticket or loading certificate (or similar document), including the bright and clear test, the color test, and the specific gravity test and such other tests as may be required by the current standard industry practice. The Operator shall reject any aviation fuel which fails to meet such tests. All aviation fuel meeting such tests shall be taken into storage, at which time the Operator shall send a sample to an independent testing laboratory which shall perform the "8-point test" as defined in paragraph 9 hereof.

3. At the time of, or prior to, each delivery, the Lessee or its supplier shall deliver to the Operator at the Airport, its delivery ticket or loading certificate (or similar document) which shall specify (i) the kind and grade of such aviation fuel, and (ii) the quantity thereof contained in the shipment being delivered to the Operator, and (iii) which shall state that if such aviation fuel is bonded aviation fuel that it is bonded aviation fuel.

4. If any of the aviation fuel delivered by or on behalf of the Lessee, including bonded aviation fuel, is contaminated, fails to meet the "8-point test" or otherwise becomes unfit for aviation use (hereinafter referred to as "condemned aviation fuel"), the Operator shall cause the same to be separately stored. If the condemned aviation fuel becomes such because of the sole negligence of the Operator, its agents or employees, it shall be removed by the Operator at its expense from time to time so that it shall not interfere with the storage of any uncondemned aviation fuel. If the responsibility for the condemned aviation fuel is not so chargeable to the Operator, then it shall be removed or made usable by the Lessee or its supplier within 72 hours of notice of verification of its condemnation. If not so removed or made usable, then the Operator may remove the same, the expense of such removal to be paid by the Lessee. If any of the aviation fuel delivered by or on behalf of the Lessee is condemned aviation fuel when delivered and by reason thereof any other aviation fuel with which it has been commingled has become condemned aviation fuel, the Lessee (a) within 72 hours of notice of verification thereof, shall remove, or shall cause its supplier to remove, all such aviation fuel which has become condemned aviation fuel, and upon its failure to do so within such time, the Operator may remove the same, the expense of such removal to be paid by the Lessee, and (b) shall replace all aviation fuel which has become condemned aviation fuel, provided, however, that if the responsibility for the condemned aviation fuel shall be chargeable to the Operator as hereinabove set forth, it shall be removed by the Operator at its expense and the Operator shall replace all such condemned aviation fuel at its expense. A party charged with responsibility for condemned aviation fuel shall also be responsible for the expenses of cleaning the storage tanks and replacing filter elements that have been contaminated by the condemned aviation fuel if such cleaning or replacement is necessary, provided, however, that the expenses of replacing any filter element shall be apportioned based upon the amount of time or usage preceding the event of contamination and the filter element's useful life. When any condemned aviation fuel has been made usable by the Lessee or its supplier, the Lessee shall furnish, or cause the supplier to furnish, to the Operator a document similar to that provided for in paragraph 3 hereof.

5. Promptly after each delivery to it of aviation fuel, the Operator shall complete a receipt showing the date and time of such delivery, the quantity of such delivery and the grade and source of the aviation fuel delivered. Such recept shall be in such form as shall be prepared by the Operator and shall be provided by the Operator.

6. The Operator shall accurately meter the amount of all aviation fuel delivered into aircraft of the Lessee. Promptly after such into-plane delivery by the Operator, the Operator shall complete, and have signed by an authorized employee of the Lessee, a dispensing ticket showing the grade and quantity of aviation fuel delivered, the date so delivered, the number of the aircraft and

the flight number. The dispensing ticket shall be in such form as shall be prepared by the Operator and shall be provided by the Operator. The Operator shall forward to the Lessee copies of the dispensing ticket, normally on the next succeeding day but never later than five days after into-plane delivery is made.

7. Promptly after each defueling, the Operator shall complete and obtain a defueling ticket signed by an authorized employee of the Lessee, showing the quantity, as determined by the Operator, and the grade, as asserted by the Lessee, of the aviation fuel so defueled. The defueling ticket shall be in the same form as the dispensing ticket, except that when used as a defueling ticket the same shall be indicated by prominent marking. The Operator shall forward to the Lessee copies of each defueling ticket, normally on the next succeeding day but never later than five days after each defueling.

8. Once each day, as approximately the same time, the Operator shall measure the quantity, by grade, of the Lessee's aviation fuel in the storage tanks and tenders and refueling vehicles but excluding line displacements, and shall keep accurate records of the same. Upon the Lessee's request, the Operator shall inform it of the amount of such fuel so measured. The Operator shall notify the Lessee, at least 48 hours in advance of the time when, in its opinion, additional deliveries of aviation fuel are required, and shall assist the Lessee in scheduling deliveries.

9. The "8-point test" shall consist of the following:

		Specification
1.	Color, Saybolt, min.	Plus 16
2.	API Gravity at 60° F	37° - 51°
3.	Flash Point, TCC, min.	100°F/Min. - 150°F/Max.
4.	Copper Strip Corrosion, max.	No. 1
5.	Freeze Point, ASTM D2386 max.	Jet A - 40°C Jet A-1 - 47°C
6.	Water Tolerance:	
	Interface rating, max.	1(b)
	Ml Change, max.	1.0

7. Distillation:

10% Evaporated, max. Temp.	400°F
50% Evaporated, max. Temp.	450°F
95% Evaporated, max. Temp.	465°F
Final Boiling Point, max. Temp.	550°F
Residue, max. %	1.5%
Loss, max. %	1.5%

8. Water Separometer Index, Modified min. 85

** It is specifically understood and agreed that the contents of this Exhibit X form a part of an agreement between the Port Authority's independent contractor and the Lessee, and, further, that neither this Exhibit nor anything contained herein shall limit, modify or alter any rights and remedies or obligations of the Port Authority or the Lessee under the Master Lease or constitute the Port Authority as a party to the said agreement between the contractor and the Lessee. It is further specifically understood and agreed that neither this Exhibit nor anything contained herein shall be deemed to impose any liability or responsibility of any type whatsoever on the part of the Port Authority for any failure of the Operator to perform or for any improper performance by the Operator of any of its obligations under the said agreement between the contractor and the Lessee.

For the Port Authority

Initialled:

For the Operator

AIRLINE FORM
9/30/82

EXHIBIT Y-1

AGREEMENT

AGREEMENT made as of September 1, 1982, between ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC., a New Jersey corporation, with an office at Newark International Airport, Newark, New Jersey 07201 ("Allied"), and

, a

corporation, with an office at

("Airline").

W I T N E S S E T H :

WHEREAS, the Master Lease (as defined in paragraph 101) sets forth the basic arrangement between The Port Authority of New York and New Jersey ("Port Authority") and the Master Lessees signatory thereto with respect to providing, operating and maintaining the Aviation Fuel Storage and Distribution System ("System") for the receiving, storage and distribution of aviation fuel at Newark International Airport ("Airport"), including provisions for the designation by the Port Authority of an independent contractor to operate the System; and

WHEREAS, the Port Authority has designated Allied as the independent contractor to operate the system; and

WHEREAS, the Master Lease provides for the issuance of fuel storage permits (as therein defined) to fuel storage permittees (as therein defined) to effectuate the provisions of the Master Lease with respect thereto; and

WHEREAS, the Airline is a fuel storage permittee of the Port Authority; and

WHEREAS, the Master Lease contemplates and the fuel storage permit provides that each fuel storage permittee enter into an agreement with the operator of the System covering the various procedures, terms and provisions to effectuate the basic arrangements under the Master Lease; and

WHEREAS, Allied, pursuant to its designation as operator of the System by the Port Authority, has agreed to furnish services to the Airline on the terms and provisions hereof;

IT IS AGREED:

ARTICLE 1

Definitions

The following terms shall have the respective meanings given below when used in this Agreement, unless the context clearly indicates a different meaning:

101. The term "Master Lease" shall mean the several indentures of lease of various dates between the Port Authority and several of the airlines engaged in air transportation service at the Airport, all of which are uniform as to provisions of Sections 17, 18, 19, 20 and Schedule D thereof for the receipt, storage and distribution of avia-

tion fuel, as the same have been or may be amended or supplemented; and the term "Master Lessees" shall mean those Airlines which are parties to the Master Lease.

102. The term "aviation fuel" shall mean aviation turbine fuel and any other fuel now or hereafter used in the propulsion of aircraft.

103. The term "bonded aviation fuel" shall mean aviation fuel imported by the Airline or its Supplier (as defined in paragraph 104) under U.S. Customs Warehouse Bond, and as to which the Airline or its Supplier has delivered to Allied a document setting forth the information specified in paragraph 205.

104. The term "Supplier" shall mean any person, firm or corporation which, on the date in question, has an agreement in effect for the supply of aviation fuel to the Airline at the Airport.

105. The term "Pipeline" shall mean the pipeline operated by Buckeye Pipe Line Company which is used to deliver aviation fuel to the Airport.

106. The term "Permittee" shall mean any person, firm or corporation for whom there is in effect a fuel storage permit at the Airport issued by the Port Authority.

ARTICLE 2

Services

201. The following services with respect to the commercial aircraft of the Airline shall be furnished by Allied to the Airline subject to and in the manner provided in this Article:

(a) accept delivery of aviation fuel delivered by or on behalf of the Airline for use by it at the Airport;

(b) monitor the delivery of such aviation fuel into, and while in, the storage tanks of the System for the account of the Airline;

(c) transfer aviation fuel (including aviation fuel taken into storage by another Permittee for the account of the Airline) from the storage tanks of the System through the transfer pipes of the System to the fixed underground hydrants and from such hydrants through hydrant carts into the aircraft of the Airline or deliver such aviation fuel by refueling tenders into aircraft of the Airline, pursuant to requisitions given to Allied by duly authorized employees or agents of the Airline; and

(d) defuel aircraft of the Airline, pursuant to requisitions given to Allied by duly authorized employees or agents of the Airline.

202. The Airline hereby appoints Allied as its agent to accept delivery on its behalf of aviation fuel delivered to the Airport by the Airline or by its Supplier. Allied's authority and responsibility in such respect shall be limited to (a) accepting only such deliveries of aviation fuel of which Allied has been notified in advance in writing

by the Airline or the Supplier, through its duly authorized officers, employees or agents, and (b) checking each delivery of aviation fuel for quantity and, as set forth in paragraph 203, examining each delivery of aviation fuel. The Airline shall accept Allied's determination of the quantity of any delivery, except in the case of fraud, gross negligence or willful misconduct by Allied. Allied shall acknowledge receipt of the aviation fuel so delivered and, after each such delivery, shall forward no later than the next following working day to the Airline, and to its Supplier upon request of the Airline, a copy of the receipt for the aviation fuel so delivered. By reason of accepting delivery of aviation fuel and acting as agent of the Airline as set forth above, Allied shall not be responsible in any way or incur any liability whatsoever to the Airline or any Supplier or transporter for any charges or for payment for such aviation fuel and the Airline shall indemnify Allied and the Port Authority and hold each of them harmless from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incidental thereto, which may be suffered by, accrue against, be charged to, or recoverable from them, by reason of any claim for payment by the Supplier or transporter for aviation fuel delivered for the account of the Airline. Notwithstanding any provision of this Agreement to the contrary, the Airline shall not be required to indemnify Allied or to hold Allied harmless for any claim of non-payment by a supplier or

transporter if Allied has received aviation fuel but has failed to credit such aviation fuel to the account of the Airline.

203. At the time of each delivery of aviation fuel, Allied shall perform (and make a record thereof) simple visual tests and a millipore test to ascertain the correct grades of aviation fuel delivered to it regardless of any delivery ticket or loading certificate (or similar document), including the bright and clear test, the color test, and the specific gravity test and such other tests as may be required under then current standard industry practice. Allied shall reject any aviation fuel which fails to meet such tests. All aviation fuel meeting such tests shall be taken into storage, at which time Allied shall send a sample to an independent testing laboratory which shall perform the "8-point test" (as defined in Exhibit 1 hereto). Allied shall not deliver into aircraft or commingle with other aviation fuel any aviation fuel delivered by or on behalf of the Airline until Allied has received advice from the independent testing laboratory that the aviation fuel has met the "8-point test." Except to the extent of making the aforesaid tests, Allied shall have no responsibility whatsoever for the quality of the aviation fuel delivered by or on behalf of the Airline. The Airline shall indemnify Allied and the Port Authority and hold each of them harmless from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses inci-

dental thereto, which may be suffered by, accrue against, be charged to, or recoverable from either of them, by reason of Allied's rejection of any aviation fuel delivered by or on behalf of the Airline, provided, but only as to Allied, that in so rejecting such fuel Allied shall have acted with reasonable care and in accordance with its obligations hereunder.

204. Delivery of aviation fuel shall normally be made through the Pipeline and otherwise in the manner permitted by the Master Lease and Allied shall promptly accept and report the delivery of the same. Deliveries of aviation fuel through the Pipeline shall be measured by a receipt meter at the Pipeline Receiving Station. Receipts of aviation fuel by other than Pipeline shall be measured in accordance with standard industry practices.

205. At the time of, or prior to, each delivery, the Airline or its Supplier shall deliver to Allied at the Airport its delivery ticket or loading certificate (or similar document) which shall specify (i) the kind and grade of such aviation fuel, (ii) the quantity thereof contained in the shipment being delivered to Allied, and (iii) which shall state that if such aviation fuel is bonded aviation fuel that it is bonded aviation fuel.

206. If any of the aviation fuel delivered by or on behalf of the Airline, including bonded aviation fuel, is contaminated, fails to meet the "8-point test" or otherwise

is unfit for aviation use (hereinafter referred to as "condemned aviation fuel"), Allied shall cause the same to be separately stored. If the condemned aviation fuel becomes such because of the negligence or willful misconduct of Allied, its agents or employees, it shall be removed by Allied at its expense from time to time so that it shall not interfere with the storage of any uncondemned aviation fuel. If the responsibility for the condemned aviation fuel is not so chargeable to Allied, then it shall be removed or made usable by the Airline or its Supplier within 72 hours of notice of verification of its condemnation. If not so removed or made usable, then Allied may remove the same, the expense of such removal to be paid by the Airline. If any of the aviation fuel delivered by or on behalf of the Airline is condemned aviation fuel when delivered, and by reason thereof any other aviation fuel with which it has been commingled has become condemned aviation fuel, the Airline, (a) within 72 hours of notice of verification thereof, shall remove, or cause its Supplier to remove, all such aviation fuel which has become condemned aviation fuel, and upon its failure to do so within such time, Allied may remove the same, the expense of such removal to be paid by the Airline, and (b) shall replace all aviation fuel which has become condemned aviation fuel, provided, however, that if the responsibility for the condemned aviation fuel shall be chargeable to Allied as hereinabove set forth, it shall be removed by Allied at its expense and Allied shall replace all such condemned aviation fuel at its expense. A party

charged with responsibility for condemned aviation fuel shall also be responsible for the expense of cleaning the storage tanks and replacing filter elements that have been contaminated by the condemned aviation fuel, if such cleaning or replacement are necessary; provided, however, that the expense of replacing any filter element shall be apportioned based upon the amount of time or usage preceding the event of contamination and the filter element's total useful life. When any condemned aviation fuel has been made usable by the Airline or its Supplier, the Airline shall furnish, or cause its Supplier to furnish, to Allied a document similar to that provided for in paragraph 205. The statements referred to in paragraph 306 shall reflect any adjustment made necessary by any withdrawal and subsequent redelivery of condemned aviation fuel made usable by the Airline or its Supplier.

207. Allied shall retain records relating to the visual tests referred to in paragraph 204 and the "8-point test" for at least 6 months after the performance of such tests.

208. The Airline shall notify Allied, in writing, as of the date hereof, and from time to time, of the name or names of its Suppliers, and of the kinds and grades of aviation fuel to be delivered by it or on its behalf, and Allied shall be entitled to rely thereon until notified, in writing, to the contrary.

ARTICLE 3

Reports by Allied

301. Promptly after each delivery to it of aviation fuel, Allied shall complete or cause to be completed a receipt showing the date and time of such delivery, the quantity of such delivery, and the grade and source of the aviation fuel delivered. Such receipt shall be in such form as shall be prepared by Allied and shall be provided by Allied.

302. Allied shall accurately meter the amount of all aviation fuel delivered into aircraft of the Airline. Promptly after each such delivery by Allied, Allied shall complete, and have signed by an authorized employee of the Airline, a dispensing ticket showing the grade and quantity of aviation fuel delivered, the date so delivered, the number of the aircraft and the flight number. The dispensing ticket shall be in such form as shall be prepared by Allied and shall be provided by Allied. Allied shall forward to the Airline copies of the dispensing ticket, normally on the next succeeding day but never later than five days after delivery is made. All meters will have imprint capability and imprint tickets will be used to record all transactions.

303. Promptly after each defueling, Allied shall complete and obtain a defueling ticket signed by an authorized employee of the Airline, showing the quantity, as

determined by Allied, and the grade, as asserted by the Airline, of the aviation fuel so defueled. The defueling ticket shall be in the same form as the dispensing ticket, except that when used as a defueling ticket the same shall be indicated by prominent marking. Allied shall forward to the Airline copies of each defueling ticket, normally on the next succeeding day but never later than five days after each defueling.

304. Allied shall transfer defueled aviation fuel into a truck or trucks which at the time such defueling commences shall either be empty or shall contain only aviation fuel which Allied has not been notified to segregate. Allied shall deliver such defueled fuel into an aircraft of the Airline as soon thereafter as is possible contingent on the Airline's operating requirements, provided in each case that (i) delivery is made within 24 hours after such defueling, and (ii) the grade of such defueled aviation fuel, as asserted, at the time of defueling, by the Airline, is the same grade as that specified in the requisitions given to Allied for the into-plane delivery of aviation fuel into such aircraft. If such delivery is not so made within such 24 hours, Allied shall at the expense and upon instructions of the Airline dispose of such defueled aviation fuel, and shall obtain and deliver to the Airline a receipt therefor. Such disposal may, under appropriate conditions, include delivery of such fuel into storage.

305. If Allied delivers into aircraft of the Airline aviation fuel in excess of the amount specified in the requisition given to Allied pursuant to paragraph 201(c), Allied shall defuel the amount of such excess from such aircraft without charge to the Airline.

306. As of the last day of each month, Allied shall furnish to the Airline a statement, on such forms as shall be prepared by Allied, prepared as of the last day of each month, showing with respect to each grade of aviation fuel, separately stated for bonded and non-bonded aviation fuel, (i) the monthly opening inventory held for the account of the Airline, which shall be the same as the monthly actual closing inventory (as hereinafter defined) for the preceding month, (ii) the aggregate quantity shown on the delivery tickets with respect to all deliveries received from the Airline or its Suppliers by Allied during such month for storage under the Airline's fuel storage permit, (iii) the aggregate quantity of aviation fuel transferred to the Airline at the Airport by other Permittees during such month, (iv) the aggregate quantity of aviation fuel defueled from aircraft of the Airline, (v) the aggregate quantity shown on the dispensing tickets with respect to all into-plane deliveries made by Allied during such month into aircraft of the Airline, (vi) the aggregate quantity of defueled aviation fuel disposed of, (vii) the aggregate quantity of sumping and other authorized withdrawals from inventory, and (viii) the book balance, i.e., the difference between the

sum of items (i), (ii), (iii) and (iv), less the sum of items (v), (vi) and (vii) (herein referred to as the "monthly closing book inventory"). The statement shall also show (ix) the "monthly actual closing inventory," which shall mean the actual quantity of aviation fuel of the Airline held for the account of the Airline in the System and tenders or refueling vehicles on the last day of the month, plus or minus, as the case may be, the Airline's share of the actual gains or losses of the respective grade of aviation fuel, which shall be determined as follows: the actual gain or loss shall be the difference between (A) the aggregate of the monthly closing book inventory of such grade of all Permittees and (B) the actual quantity of such grade in the System, tenders and refueling vehicles on the last day of the month, determined by actual measurement, and the Airline's share of such actual gain or loss shall be the amount which bears the same proportion to the actual gain or loss as the number of gallons of such grade of aviation fuel delivered by Allied into aircraft of the Airline during the month bears to the aggregate number of gallons of such grade delivered by Allied into aircraft of all Permittees and their customers during such month. If the Airline's share of any actual loss as shown on such statement for any month is equal to or exceeds 1/4 of 1% of the volume of aviation fuel delivered by Allied into aircraft of the Airline during such month, Allied shall furnish a written explanation of the reasons therefor.

307. Allied shall be required to have available for delivery to the Airline the quantity of each grade of aviation fuel delivered to Allied by or on behalf of the Airline and taken into storage under the Airline's fuel storage permit, less or plus actual net losses incurred or gains experienced, respectively, as determined in the manner provided in paragraph 306. Neither Allied nor the Port Authority shall be responsible for shortages or losses of aviation fuel except, as to Allied, as to losses covered by the insurance carried by Allied pursuant to paragraph 1103 hereof.

ARTICLE 4

Method of Operation

401. All Allied's obligations hereunder shall be subject to (a) the capacity and physical limitations of the System, and (b) the impairment or interruption of service caused by or due to fire, earthquake, flood, lightning, windstorm, power shortages, labor disputes, war (whether declared or undeclared), riot, embargoes, delays, losses or damages in transportation, regulations, rulings or requests of any governmental agency now existing or hereafter in effect (not involving a breach of Allied's obligations under this Agreement), acts of God, or any other cause beyond the control of Allied, whether or not of the nature or character hereinbefore specifically enumerated. Subject to the foregoing, Allied shall (a) furnish good, prompt and efficient

service, (b) furnish service on a fair, equal and nondiscriminatory basis to all Permittees, (c) keep open for business 24 hours a day, 7 days a week, and (d) conduct its operations at the Airport consistent with Sections 17, 18, 19, 20 and Schedule D of the Master Lease and in accordance with generally accepted practices of the industry.

402. Allied shall maintain such accounting records and such measuring and/or metering devices and procedures as will accurately show receipts of products, deliveries, and quantities on hand for each grade of bonded and non-bonded aviation fuel for the Airline and shall make the same available for inspection by the Airline at any time during regular business hours. Allied shall cooperate with the Airline, its Suppliers, other Permittees, and with United States Customs officers in the taking of a physical inventory of bonded aviation fuel in the manner described in paragraph 306, if permissible under United States Customs regulations, or if not so permissible, at midnight on December 31 in each year, and shall make its records readily available to the Airline and its Suppliers, and to United States Customs officers during such stock audits for ready determination of all transactions respecting bonded aviation fuel delivered by or on behalf of the Airline. As of the last day of each month or as of midnight on December 31 in each year, as the case may be, Allied shall prepare and submit to the Airline and its Supplier a statement of losses or gains of each grade of bonded aviation fuel for the

preceding month or 12 months, as the case may be, to provide the information required to be furnished to United States Customs. Losses or gains of each grade of bonded aviation fuel shall be allocated in such statement among the Permittees in the proportion thereof which, for the month or the year in question, the number of gallons of such grade of bonded aviation fuel delivered into aircraft of each Permittee and its customers during such month or year bears to the total number of gallons of such grade of bonded aviation fuel delivered into aircraft of all Permittees and their customers during such month or year.

403. In performing its obligations herein, Allied shall comply with (a) all applicable orders, rules, regulations and requirements of the Port Authority, and (b) all applicable laws, orders, rules, regulations and requirements of federal, state and local governments and departments, agencies and bureaus thereof ("governmental requirements"); but if Allied contests the amount or validity, in whole or in part, of any such governmental requirement by appropriate proceedings, the Airline shall not be entitled to assert any breach of this provision unless Allied shall have failed to comply with such governmental requirement after a determination with respect thereto shall have become final and the time to appeal therefrom has expired. Allied shall maintain in full force and effect throughout the period of this Agreement all licenses, permits, permissions, certificates

and any other evidence of authority necessary to permit it lawfully to perform its obligations hereunder.

404. Once each day, at approximately the same time, Allied shall measure the quantity, by grade, of the Airline's aviation fuel in the storage tanks and tenders and refueling vehicles, but excluding line displacements, and shall keep accurate records of the same. Upon the Airline's request, Allied shall inform it of the amount of such fuel so measured. Allied shall notify the Airline, at least 48 hours in advance of the time when, in its opinion, additional deliveries of aviation fuel are required, and shall assist the Airline in scheduling deliveries.

405. A committee (the "Airline Fuel Committee"), consisting of one representative of each of the Master Lessees and one representative from the airlines listed on Schedule D to the Master Lease who are not Master Lessees, shall be established to consult regularly with Allied concerning the performance of services pursuant to this Agreement and the general operating procedures under which services will be performed.

ARTICLE 5

Commingling of Aviation Fuel

501. Until such time as delivery is made into aircraft, the aviation fuel, the delivery of which is accepted by Allied at the Airport, shall at all times be and remain the property of the Permittee for whose account such aviation fuel is taken into storage under its fuel storage permit, unless such aviation fuel is transferred to another Permittee pursuant to Article 7 hereof. Allied shall not be required to accept for storage at any one time quantities in excess of the amount the Airline is entitled to store under its Master Lease or fuel storage permit, as the case may be, for the Airline's particular grade of aviation fuel.

502. In the storage tanks of the System, aviation fuel of the same specifications may be delivered for the account of two or more Permittees, and such aviation fuel accepted for storage may be commingled, except that bonded aviation fuel shall not be commingled with aviation fuel which is not bonded aviation fuel. No Permittee shall have the right to require separation of products by brand, but shall have the right to require separation by specification and Allied shall be obliged to provide separation by specifications subject to the terms of the Master Lease. No consequences attributable to the foregoing provisions with respect to commingling or non-commingling shall constitute a breach by Allied of this Agreement, and Allied shall not

be liable to any Permittee for, or with respect to, any such consequence, except where attributable to Allied's negligence.

503. No airline, including the Airline, shall be entitled to have delivered into its aircraft aviation fuel in an amount greater than that stored in the System under its fuel storage permit or for its account under the fuel storage permit or permits of its Supplier or Suppliers, unless another Permittee agrees to supply the required aviation fuel.

ARTICLE 6

Quality of Aviation Fuel

601. The Airline represents and warrants to Allied, or shall cause its Supplier to represent and warrant directly to Allied, that all aviation fuel delivered by it or its Supplier to Allied shall be of the kind and grade represented upon any delivery ticket or loading certificate (or similar document) delivered to Allied at, or before, the time of delivery, and shall meet ASTM specification D1655, latest revision, for Jet A or Jet A1 Fuel, and that all such fuel at the time of delivery will be uncontaminated as to purity as fuel and will be uncommingled with any other kind or grade of fuel. Such representations and warranties shall not relieve Allied of its obligations under paragraph 203 with regard to the testing of fuel upon delivery, nor of its

obligations under paragraph 206 with regard to the handling of contaminated fuel.

ARTICLE 7

Transfers of Aviation Fuel

701. The Airline shall promptly notify Allied of all aviation fuel received in the fuel storage tanks of the System by another Permittee which, after such receipt, is transferred to the Airline for storage by it in an exchange between them.

ARTICLE 8

Airline's Right of Removal of Aviation Fuel

801. At the Airline's expense and without liability to Allied, at any time during the term of this Agreement the Airline may remove all or any part, and within a period of 10 days after its termination the Airline shall remove all, of such quantity of aviation fuel of its particular grade as is in storage under its fuel storage permit subject to the provisions of this Agreement, provided, however, that in the event the Airline's aviation fuel has been commingled with aviation fuel owned by others, the Airline, upon the termination of this Agreement, shall either (i) promptly remove its share of such commingled aviation fuel in accordance with Allied's directions, or (ii) promptly sell or transfer

its share of commingled fuel to one or more of the Permittees.

ARTICLE 9

Independent Contractor

901. In performing all of its obligations hereunder, Allied shall act as an independent contractor.

ARTICLE 10

Cooperation

1001. The Airline shall cooperate with Allied in every way possible and shall give Allied reasonable advance notice of its requirements, changes in its schedules, types of aircraft to be flown, extra sections and delays in plane arrivals and departures to the extent that these items affect fuel demands and are pertinent to Allied's services under this Agreement.

ARTICLE 11

Insurance and Indemnity

1101. Allied shall maintain in effect at all times during the term of this Agreement (and shall name the Airline as an additional insured on the insurance described in item III below) the following described insurance covering

it and its operations and activities under this Agreement in the respective amounts set forth below and, at the Airline's request, shall furnish the Airline with certificates of insurance certifying that such insurance is in full force and effect and that the insurer will notify the Airline 30 days prior to any cancellation or change.

Description	Limit of Liability
I. Workers' Compensation Employer's Liability	Statutory as required $500,000
II. Legal Liability Insurance	
A. Airport Premises - Operations	
Comprehensive General Liability, including automotive vehicles, contractual and products hazards	$250,000,000 each occurrence, combined single limit for bodily injury and property damage, subject to a $250,000,000 annual policy aggregate for products hazards coverage
B. Automotive Vehicles (while away from Airport premises)	
Comprehensive Automotive Vehicles Liability	$50,000,000 each occurrence, combined single limit for bodily injury and property damage
III. Environmental Impairment Liability	$4,000,000 per claim subject to a deductible of $5,000 per claim and $8,000,000 annual policy aggregate

1102. Allied further agrees, subject to the provisos hereinafter set forth in this paragraph 1102, to indemnify, defend and hold harmless the Airline from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incident thereto, which may be suffered by, accrue against, be charged to, or recoverable from the Airline by reason of loss of or damage to property, or by reason of injury to or death of any persons, arising out of or in any way connected with the furnishing of any of the services herein provided for by Allied under this Agreement and caused by the negligence or willful misconduct of Allied, its agents, employees, or subcontractors, provided that, notwithstanding anything to the contrary contained herein,

(a) Allied's liability under this paragraph 1102 shall be limited to the risks to be insured pursuant to paragraph 1101,

(b) If, with respect to the risks to be insured pursuant to the insurance specified in Item II of paragraph 1101, the loss of or damage to property, or the injury to or death of any persons, is also caused by the negligence of the Airline, its agents or employees, Allied's liability under this paragraph 1102 shall be that proportion of the combined liability of Allied and the Airline that Allied's negligence bears to the combined negligence of Allied and the Airline and shall in no event exceed the amount

for which Allied is obligated to be insured pursuant to such Item II with respect to the loss, damage, injury or death involved in the particular case,

(c) Allied's liability under this paragraph 1102 with respect to loss of or damage to property of the Airline, or injury to or death of employees or agents of the Airline, shall in no event exceed the amount for which Allied is obligated to be insured pursuant to the insurance specified in Item II of paragraph 1101 with respect to the loss, damage, injury or death involved in the particular case,

(d) Allied's liability under this paragraph 1102 with respect to the risks to be insured pursuant to the insurance specified in Item III of paragraph 1101 shall in no event exceed the amount for which Allied is obligated to be insured pursuant to such Item III with respect to the loss, damage, injury or death involved in the particular case, and

(e) Allied shall not be liable for mail fines or for loss, damage or expense caused by or arising in connection with delay to scheduled or non-scheduled arrivals or departures of aircraft, cargo, or passengers, or for loss of full or partial use and occupancy of any aircraft or facilities.

The Airline expressly waives any and all rights against

Allied with respect to the exclusions and limits to Allied's indemnity set forth in the foregoing provisos (a), (b), (c), (d) and (e), and the Airline shall indemnify and hold harmless Allied from and against any and all claims, liabilities, damages, losses and judgments, including costs and expenses incident thereto, which may be suffered by, accrue against, be charged to, or recoverable from Allied by reason of the exclusions and limits to Allied's indemnity pursuant to the foregoing proviso (e), whether or not caused by the negligence of Allied, its agents or employees. Allied will insure its liability under this paragraph 1102 as part of the insurance provided for in paragraph 1101.

1103. During the term of this Agreement, Allied shall maintain

(a) to the extent of the replacement value thereof, on all aviation fuel stored hereunder on behalf of the Airline, from the time such fuel is accepted on delivery until it is transferred into the Airline's aircraft hereunder, physical loss or damage insurance on an all-risk basis except for the perils of (i) delay, deterioration, inherent vice and/or loss of market, (ii) mysterious disappearance or unexplained shortages disclosed by the taking of inventory, (iii) hostile or warlike action in time of peace or war, (iv) infidelity

or dishonesty of any employee of Allied, (v) nuclear explosion and radiation contamination, (vi) loss or damage caused by or resulting from the explosion or rupture or bursting of pressure vessels or pipes (however, explosion, rupture or bursting of oil transfer lines and associated piping and equipment to and from storage tanks and facilities are covered), or steam boilers, or steam pipes, or steam turbines, or steam engines, or flywheels, owned or operated by Allied, or mechanical or machinery breakdown, and (vii) other perils customarily excluded from such insurance; and

(b) fidelity insurance, to the extent of $100,000 per employee, plus $900,000 per occurrence;

such insurance under subparagraph (a) above to be written in the names of, and payable to, Allied and the Airline, as their respective interests may appear. At the Airline's request, Allied shall furnish the Airline with certificates of insurance certifying that such insurance is in full force and effect and that the insurer will notify the Airline 30 days prior to any cancellation or change.

ARTICLE 12

Charges for Services

1201. The charges for Allied's services shall be paid by the Port Authority pursuant to separate agreement between the Port Authority and Allied.

ARTICLE 13

Term

1301. This Agreement shall take effect as of 12:01 A.M. on September 1, 1982 and shall continue so long as Allied continues as the operator of the System, subject to the further provisions of this Article 13.

1302. If either Allied's designation as the operator of the System or the Airline's fuel storage permit is terminated, this Agreement shall terminate automatically and simultaneously therewith.

ARTICLE 14

Uniform Form of Agreement

1401. It is intended that the form of agreement between Allied and all Permittees shall be uniform in all material respects. Neither Allied nor the Airline shall

execute a material amendment to this Agreement unless the same amendment is offered for execution by Allied and all other Permittees.

ARTICLE 15

Miscellaneous

1501. The right of either party to require strict performance hereunder by the other shall not be affected by any previous waiver, forbearance or course of dealing.

1502. This Agreement contains the entire contract between the parties with reference to the subject matter thereof and may not be changed, modified, discharged or extended except by written instrument signed by the parties.

1503. The article headings 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 provisions of this Agreement.

1504. This Agreement shall be governed by, and construed in accordance with, the law of the State of New Jersey.

ARTICLE 16

Successors and Assigns

1601. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Allied and the Airline.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By _____

Title SECY

_____
Name of Airline

By _____

Title _____

_____
For the Port Authority

Initialled:

_____
For the Operator

Exhibit 1

8-Point Test

The following tests shall constitute the "8-point test":

		Specification
1.	Color, Saybolt, min.	Plus 16
2.	API Gravity at 60° F	37° - 51°
3.	Flash Point, TCC, min./max.	100°F min./ 150°F max.
4.	Copper Strip Corrosion, max.	No. 1
5.	Freeze Point, ASTM D2386 max.	Jet A - 40°C Jet A-1 - 47°C
6.	Water Tolerance:	
	Interface rating, max.	1(b)
	M1 Change, max.	1.0
7.	Distillation:	
	10% Evaporated, max. Temp.	400°F
	50% Evaporated, max. Temp.	450°F
	95% Evaporated, max. Temp.	465°F
	Final Boiling Point, max. Temp.	550°F
	Residue, max. %	1.5%
	Loss, max. %	1.5%
8.	Water Separometer Index, Modified min.	85

EXHIBIT Y-2

AGREEMENT

AGREEMENT made as of September 1, 1982, between ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC., a New Jersey corporation, with an office at Newark International Airport, Newark, New Jersey 07201 ("Allied"), and

, a

corporation, with an office at

("Supplier").

W I T N E S S E T H :

WHEREAS, the Master Lease (as defined in paragraph 101) sets forth the basic arrangement between The Port Authority of New York and New Jersey ("Port Authority") and the Master Lessees signatory thereto with respect to providing, operating and maintaining the Aviation Fuel Storage and Distribution System ("System") for the receiving, storage and distribution of aviation fuel at Newark International Airport ("Airport"), including provision for the designation by the Port Authority of an independent contractor to operate the System; and

WHEREAS, the Port Authority has designated Allied as the independent contractor to operate the system; and

WHEREAS, the Master Lease provides for the issuance of fuel storage permits (as therein defined) to fuel storage

permittees (as therein defined) to effectuate the provisions of the Master Lease with respect thereto; and

WHEREAS, the Supplier is a fuel storage permittee of the Port Authority; and

WHEREAS, the Master Lease contemplates and the fuel storage permit provides that each fuel storage permittee enter into an agreement with the operator of the System covering the various procedures, terms and provisions to effectuate the basic arrangements under the Master Lease; and

WHEREAS, Allied, pursuant to its designation as operator of the System by the Port Authority, has agreed to furnish services to the Supplier on the terms and provisions hereof;

IT IS AGREED:

ARTICLE 1

Definitions

The following terms shall have the respective meanings given below when used in this Agreement, unless the context clearly indicates a different meaning:

101. The term "Master Lease" shall mean the several indentures of lease of various dates between the Port Authority and several of the airlines engaged in air trans-

portation service at the Airport, all of which are uniform as to provisions of Sections 17, 18, 19, 20 and Schedule D thereof for the receipt, storage and distribution of aviation fuel, as the same have been or may be amended or supplemented; and the term "Master Lessees" shall mean those airlines which are parties to the Master Lease.

102. The term "aviation fuel" shall mean aviation turbine fuel and any other fuel now or hereafter used in the propulsion of aircraft.

103. The term "bonded aviation fuel" shall mean aviation fuel imported by the Supplier under U.S. Customs Warehouse Bond, and as to which the Supplier has delivered to Allied a document setting forth the information specified in paragraph 205.

104. The term "into-plane customer" shall mean any airline engaged in air transportation service at the Airport with which, on the date in question, the Supplier has an agreement in effect for the supply of aviation fuel to such airline at the Airport pursuant to which title to aviation fuel passes to such airline at the time of delivery into aircraft of such airline.

105. The term "Pipeline" shall mean the pipeline operated by Buckeye Pipe Line Company which is used to deliver aviation fuel to the Airport.

106. The term "Permittee" shall mean any person, firm or corporation for whom there is in effect a fuel storage permit at the Airport issued by the Port Authority.

ARTICLE 2

Services

201. The following services with respect to the commercial aircraft of into-plane customers of the Supplier shall be furnished by Allied to the Supplier subject to and in the manner provided in this Article:

(a) accept delivery of aviation fuel delivered by or on behalf of the Supplier for use by its into-plane customers at the Airport;

(b) monitor the delivery of such aviation fuel into, and while in, the storage tanks of the System for the account of the Supplier;

(c) transfer aviation fuel (including aviation fuel taken into storage by another Permittee for the account of the Supplier) from the storage tanks of the System through the transfer pipes of the System to the fixed underground hydrants and from such hydrants through hydrant carts into the aircraft of the Supplier's into-plane customers or deliver such aviation fuel by refueling tenders into aircraft of the Supplier's into-plane customers, pursuant to requisitions given to Allied by duly authorized employees or agents of the Supplier or its into-plane customers; and

(d) defuel aircraft of the into-plane customers of the Supplier, pursuant to requisitions given to Allied by duly authorized employees or agents of the Supplier or its into-plane customers.

202. The Supplier hereby appoints Allied as its agent to accept delivery on its behalf of aviation fuel delivered to the Airport by the Supplier. Allied's authority and responsibility in such respect shall be limited to (a) accepting only such deliveries of aviation fuel of which Allied has been notified in advance in writing by the Supplier, through its duly authorized officers, employees or agents, and (b) checking each delivery of aviation fuel for quantity and, as set forth in paragraph 203, examining each delivery of aviation fuel. The Supplier shall accept Allied's determination of the quantity of any delivery, except in the case of fraud, gross negligence or willful misconduct by Allied. Allied shall acknowledge receipt of the aviation fuel so delivered and, after each such delivery, shall forward no later than the next following working day to the Supplier, a copy of the receipt for the aviation fuel so delivered. By reason of accepting delivery of aviation fuel and acting as agent of the Supplier as set forth above, Allied shall not be responsible in any way or incur any liability whatsoever to the Supplier or any transporter for any charges or for payment for such aviation fuel and the Supplier shall indemnify Allied and the Port Authority and hold each of them harmless from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incidental thereto, which may be suffered by, accrue against, be charged to, or recoverable from them, by reason of any claim

for payment by the transporter for aviation fuel delivered for the account of the Supplier. Notwithstanding any provision of this Agreement to the contrary, the Supplier shall not be required to indemnify Allied or to hold Allied harmless for any claim of non-payment by a transporter if Allied has received aviation fuel but has failed to credit such aviation fuel to the account of the Supplier.

203. At the time of each delivery of aviation fuel, Allied shall perform (and make a record thereof) simple visual tests and a millipore test to ascertain the correct grades of aviation fuel delivered to it regardless of any delivery ticket or loading certificate (or similar document), including the bright and clear test, the color test, and the specific gravity test and such other tests as may be required under then current standard industry practice. Allied shall reject any aviation fuel which fails to meet such tests. All aviation fuel meeting such tests shall be taken into storage, at which time Allied shall send a sample to an independent testing laboratory which shall perform the "8-point test" (as defined in Exhibit 1 hereto). Allied shall not deliver into aircraft or commingle with other aviation fuel any aviation fuel delivered by or on behalf of the Supplier until Allied has received advice from the independent testing laboratory that the aviation fuel has met the "8-point test." Except to the extent of making the aforesaid tests, Allied shall have no responsibility whatso-

ever for the quality of the aviation fuel delivered by or on behalf of the Supplier. The Supplier shall indemnify Allied and the Port Authority and hold each of them harmless from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incidental thereto, which may be suffered by, accrue against, be charged to, or recoverable from either of them, by reason of Allied's rejection of any aviation fuel delivered by or on behalf of the Supplier, provided, but only as to Allied, that in so rejecting such fuel Allied shall have acted with reasonable care and in accordance with its obligations hereunder.

204. Delivery of aviation fuel shall normally be made through the Pipeline and otherwise in the manner permitted by the Master Lease and Allied shall promptly accept and report the delivery of the same. Deliveries of aviation fuel through the Pipeline shall be measured by a receipt meter at the Pipeline Receiving Station. Receipts of aviation fuel by other than Pipeline shall be measured in accordance with standard industry practices.

205. At the time of, or prior to, each delivery, the Supplier shall deliver to Allied at the Airport its delivery ticket or loading certificate (or similar document) which shall specify (i) the kind and grade of such aviation fuel, (ii) the quantity thereof contained in the shipment being delivered to Allied, and (iii) which shall state that

if such aviation fuel is bonded aviation fuel that it is bonded aviation fuel.

206. If any of the aviation fuel delivered by or on behalf of the Supplier, including bonded aviation fuel, is contaminated, fails to meet the "8-point test" or otherwise is unfit for aviation use (hereinafter referred to as "condemned aviation fuel"), Allied shall cause the same to be separately stored. If the condemned aviation fuel becomes such because of the negligence or willful misconduct of Allied, its agents or employees, it shall be removed by Allied at its expense from time to time so that it shall not interfere with the storage of any uncondemned aviation fuel. If the responsibility for the condemned aviation fuel is not so chargeable to Allied, then it shall be removed or made usable by the Supplier within 72 hours of notice of verification of its condemnation. If not so removed or made usable, then Allied may remove the same, the expense of such removal to be paid by the Supplier. If any of the aviation fuel delivered by or on behalf of the Supplier is condemned aviation fuel when delivered, and by reason thereof any other aviation fuel with which it has been commingled has become condemned aviation fuel, the Supplier, (a) within 72 hours of notice of verification thereof, shall remove all such aviation fuel which has become condemned aviation fuel, and upon its failure to do so within such time, Allied may remove the same, the expense of such removal to be paid by

the Supplier, and (b) shall replace all aviation fuel which has become condemned aviation fuel, provided, however, that if the responsibility for the condemned aviation fuel shall be chargeable to Allied as hereinabove set forth, it shall be removed by Allied at its expense and Allied shall replace all such condemned aviation fuel at its expense. A party charged with responsibility for condemned aviation fuel shall also be responsible for the expense of cleaning the storage tanks and replacing filter elements that have been contaminated by the condemned aviation fuel, if such cleaning or replacement are necessary; provided, however, that the expense of replacing any filter element shall be apportioned based upon the amount of time or usage preceding the event of contamination and the filter element's total useful life. When any condemned aviation fuel has been made usable by the Supplier, the Supplier shall furnish to Allied a document similar to that provided for in paragraph 205. The statements referred to in paragraph 306 shall reflect any adjustment made necessary by any withdrawal and subsequent redelivery of condemned aviation fuel made usable by the Supplier.

207. Allied shall retain records relating to the visual tests referred to in paragraph 204 and the "8-point test" for at least 6 months after the performance of such tests.

208. The Supplier shall notify Allied, in writing, as of the date hereof, and from time to time, of the name or names of its into-plane customers, and of the kinds and grades of aviation fuel to be delivered to them, and Allied shall be entitled to rely thereon until notified, in writing, to the contrary.

ARTICLE 3

Reports by Allied

301. Promptly after each delivery to it of aviation fuel, Allied shall complete or cause to be completed a receipt showing the date and time of such delivery, the quantity of such delivery, and the grade and source of the aviation fuel delivered. Such receipt shall be in such form as shall be prepared by Allied and shall be provided by Allied.

302. Allied shall accurately meter the amount of all aviation fuel delivered into aircraft of into-plane customers of the Supplier. Promptly after each such delivery by Allied, Allied shall complete, and have signed by an authorized employee of the into-plane customer, a dispensing ticket showing the grade and quantity of aviation fuel delivered, the date so delivered, the number of the aircraft and the flight number. The dispensing ticket shall be in such form as shall be prepared by Allied and shall be

provided by Allied. Allied shall forward to the Supplier and its into-plane customers copies of the dispensing ticket, normally on the next succeeding day but never later than five days after delivery is made. All meters will have imprint capability and imprint tickets will be used to record all transactions.

303. Promptly after each defueling, Allied shall complete and obtain a defueling ticket signed by an authorized employee of the into-plane customers of the Supplier whose aircraft has been defueled, showing the quantity, as determined by Allied, and the grade, as asserted by the into-plane customer, of the aviation fuel so defueled. The defueling ticket shall be in the same form as the dispensing ticket, except that when used as a defueling ticket the same shall be indicated by prominent marking. Allied shall forward to the Supplier and its into-plane customers copies of each defueling ticket, normally on the next succeeding day but never later than five days after each defueling.

304. Allied shall transfer defueled aviation fuel into a truck or trucks which at the time such defueling commences shall either be empty or shall contain only aviation fuel which Allied has not been notified to segregate. Allied shall deliver such defueled fuel into an aircraft of the into-plane customers of the Supplier whose aircraft has been defueled as soon thereafter as is possible contingent

on the customer's operating requirements, provided in each case that (i) delivery is made within 24 hours after such defueling, and (ii) the grade of such defueled aviation fuel, as asserted, at the time of defueling, by the into-plane customer, is the same grade as that specified in the requisitions given to Allied for the into-plane delivery of aviation fuel into such aircraft. If such delivery is not so made within such 24 hours, Allied shall at the expense and upon instructions of the Supplier dispose of such defueled aviation fuel, and shall obtain and deliver to the Supplier a receipt therefor. Such disposal may, under appropriate conditions, include delivery of such fuel into storage.

305. If Allied delivers into aircraft of an into-plane customer of the Supplier aviation fuel in excess of the amount specified in the requisition given to Allied pursuant to paragraph 201(c), Allied shall defuel the amount of such excess from such aircraft without charge to the Supplier or its into-plane customer.

306. As of the last day of each month, Allied shall furnish to the Supplier a statement, on such forms as shall be prepared by Allied, prepared as of the last day of each month, showing with respect to each grade of aviation fuel, separately stated for bonded and non-bonded aviation fuel, (i) the monthly opening inventory held for the account of

the Supplier, which shall be the same as the monthly actual closing inventory (as hereinafter defined) for the preceding month, (ii) the aggregate quantity shown on the delivery tickets with respect to all deliveries received from the Supplier by Allied during such month for storage under the Supplier's fuel storage permit, (iii) the aggregate quantity of aviation fuel transferred to the Supplier at the Airport by other Permittees during such month, (iv) the aggregate quantity of aviation fuel defueled from aircraft of into-plane customers of the Supplier, (v) the aggregate quantity shown on the dispensing tickets with respect to all into-plane deliveries made by Allied during such month into aircraft of into-plane customers of the Supplier, (vi) the aggregate quantity of defueled aviation fuel disposed of, (vii) the aggregate quantity of sumping and other authorized withdrawals from inventory, and (viii) the book balance, i.e., the difference between the sum of items (i), (ii), (iii) and (iv), less the sum of items (v), (vi) and (vii) (herein referred to as the "monthly closing book inventory"). The statement shall also show (ix) the "monthly actual closing inventory," which shall mean the actual quantity of aviation fuel held for the account of the Supplier in the System and tenders or refueling vehicles on the last day of the month, plus or minus, as the case may be, the Supplier's share of the actual gains or losses of the respective grade of aviation fuel, which shall be determined as follows: the actual gain or loss shall be

the difference between (A) the aggregate of the monthly closing book inventory of such grade of all Permittees and (B) the actual quantity of such grade in the System, tenders and refueling vehicles on the last day of the month, determined by actual measurement, and the Supplier's share of such actual gain or loss shall be the amount which bears the same proportion to the actual gain or loss as the number of gallons of such grade of aviation fuel delivered by Allied into aircraft of into-plane customers of the Supplier during the month bears to the aggregate number of gallons of such grade delivered by Allied into aircraft of all Permittees and their customers during such month. If the Supplier's share of any actual loss as shown on such statement for any month is equal to or exceeds 1/4 of 1% of the volume of aviation fuel delivered by Allied into aircraft of into-plane customers of the Supplier during such month, Allied shall furnish a written explanation of the reasons therefor.

307. Allied shall be required to have available for delivery to the into-plane customers of the Supplier the quantity of each grade of aviation fuel delivered to Allied by or on behalf of the Supplier and taken into storage under the Supplier's fuel storage permit, less or plus actual net losses incurred or gains experienced, respectively, as determined in the manner provided in paragraph 306. Neither Allied nor the Port Authority shall be responsible for shortages or losses of aviation fuel except, as to Allied,

as to losses covered by the insurance carried by Allied pursuant to paragraph 1103 hereof.

ARTICLE 4

Method of Operation

401. All Allied's obligations hereunder shall be subject to (a) the capacity and physical limitations of the System, and (b) the impairment or interruption of service caused by or due to fire, earthquake, flood, lightning, windstorm, power shortages, labor disputes, war (whether declared or undeclared), riot, embargoes, delays, losses or damages in transportation, regulations, rulings or requests of any governmental agency now existing or hereafter in effect (not involving a breach of Allied's obligations under this Agreement), acts of God, or any other cause beyond the control of Allied, whether or not of the nature or character hereinbefore specifically enumerated. Subject to the foregoing, Allied shall (a) furnish good, prompt and efficient service, (b) furnish service on a fair, equal and nondiscriminatory basis to all Permittees, (c) keep open for business 24 hours a day, 7 days a week, and (d) conduct its operations at the Airport consistent with Sections 17, 18, 19, 20 and Schedule D of the Master Lease and in accordance with generally accepted practices of the industry.

402. Allied shall maintain such accounting records and such measuring and/or metering devices and procedures as will accurately show receipts of products, deliveries, and quantities on hand for each grade of bonded and non-bonded aviation fuel for the Supplier and shall make the same available for inspection by the Supplier at any time during regular business hours. Allied shall cooperate with the Supplier, other Permittees, and with United States Customs officers in the taking of a physical inventory of bonded aviation fuel in the manner described in paragraph 306, if permissible under United States Customs regulations, or if not so permissible, at midnight on December 31 in each year, and shall make its records readily available to the Supplier, and to United States Customs officers during such stock audits for ready determination of all transactions respecting bonded aviation fuel delivered by or on behalf of the Supplier. As of the last day of each month or as of midnight on December 31 in each year, as the case may be, Allied shall prepare and submit to the Supplier a statement of losses or gains of each grade of bonded aviation fuel for the preceding month or 12 months, as the case may be, to provide the information required to be furnished to United States Customs. Losses or gains of each grade of bonded aviation fuel shall be allocated in such statement among the Permittees in the proportion thereof which, for the month or the year in question, the number of gallons of such grade of bonded aviation fuel delivered into aircraft of each Permit-

tee and its customers during such month or year bears to the total number of gallons of such grade of bonded aviation fuel delivered into aircraft of all Permittees and their customers during such month or year.

403. In performing its obligations herein, Allied shall comply with (a) all applicable orders, rules, regulations and requirements of the Port Authority, and (b) all applicable laws, orders, rules, regulations and requirements of federal, state and local governments and departments, agencies and bureaus thereof ("governmental requirements"); but if Allied contests the amount or validity, in whole or in part, of any such governmental requirement by appropriate proceedings, the Supplier shall not be entitled to assert any breach of this provision unless Allied shall have failed to comply with such governmental requirement after a determination with respect thereto shall have become final and the time to appeal therefrom has expired. Allied shall maintain in full force and effect throughout the period of this Agreement all licenses, permits, permissions, certificates and any other evidence of authority necessary to permit it lawfully to perform its obligations hereunder.

404. Once each day, at approximately the same time, Allied shall measure the quantity, by grade, of the Supplier's aviation fuel in the storage tanks and tenders and refueling vehicles, but excluding line displacements, and shall keep accurate records of the same. Upon the

Supplier's request, Allied shall inform it of the amount of such fuel so measured. Allied shall notify the Supplier, at least 48 hours in advance of the time when, in its opinion, additional deliveries of aviation fuel are required, and shall assist the Supplier in scheduling deliveries.

405. The Supplier acknowledges that a committee (the "Airline Fuel Committee"), consisting of one representative of each of the Master Lessees and one representative from the airlines listed on Schedule D to the Master Lease who are not Master Lessees, shall be established to consult regularly with Allied concerning the performance of services pursuant to this Agreement and the general operating procedures under which services will be performed.

ARTICLE 5

Commingling of Aviation Fuel

501. Until such time as delivery is made into aircraft, the aviation fuel, the delivery of which is accepted by Allied at the Airport, shall at all times be and remain the property of the Permittee for whose account such aviation fuel is taken into storage under its fuel storage permit, unless such aviation fuel is transferred to another Permittee pursuant to Article 7 hereof. Allied shall not be required to accept for storage at any one time quantities in excess of the amount the Supplier is entitled to store under

its Master Lease or fuel storage permit, as the case may be, for the Supplier's particular grade of aviation fuel.

502. In the storage tanks of the System, aviation fuel of the same specifications may be delivered for the account of two or more Permittees, and such aviation fuel accepted for storage may be commingled, except that bonded aviation fuel shall not be commingled with aviation fuel which is not bonded aviation fuel. No Permittee shall have the right to require separation of products by brand, but shall have the right to require separation by specification and Allied shall be obliged to provide separation by specifications subject to the terms of the Master Lease. No consequences attributable to the foregoing provisions with respect to commingling or non-commingling shall constitutea breach by Allied of this Agreement, and Allied shall not be liable to any Permittee for, or with respect to, any such consequence, except where attributable to Allied's negligence.

503. No Permittee shall be entitled to have delivered into its aircraft or aircraft of its into-plane customers aviation fuel in an amount greater than that stored in the System under its fuel storage permit or for its account under the fuel storage permit or permits of its supplier or suppliers, unless another Permittee agrees to supply the required aviation fuel.

ARTICLE 6

Quality of Aviation Fuel

601. The Supplier represents and warrants to Allied that all aviation fuel delivered by it to Allied shall be of the kind and grade represented upon any delivery ticket or loading certificate (or similar document) delivered to Allied at, or before, the time of delivery, and shall meet ASTM specification D1655, latest revision, for Jet A or Jet A1 Fuel, and that all such fuel at the time of delivery will be uncontaminated as to purity as fuel and will be uncommingled with any other kind or grade of fuel. Such representations and warranties shall not relieve Allied of its obligations under paragraph 203 with regard to the testing of fuel upon delivery, nor of its obligations under paragraph 206 with regard to the handling of contaminated fuel.

ARTICLE 7

Transfers of Aviation Fuel

701. The Supplier shall promptly notify Allied of all aviation fuel received in the fuel storage tanks of the System by another Permittee which, after such receipt, is transferred to the Supplier for storage by it in an exchange between them.

ARTICLE 8

Supplier's Right of Removal of Aviation Fuel

801. At the Supplier's expense and without liability to Allied, at any time during the term of this Agreement the Supplier may remove all or any part, and within a period of 10 days after its termination the Supplier shall remove all, of such quantity of aviation fuel of its particular grade as is in storage under its fuel storage permit subject to the provisions of this Agreement, provided, however, that in the event the Supplier's aviation fuel has been commingled with aviation fuel owned by others, the Supplier, upon the termination of this Agreement, shall either (i) promptly remove its share of such commingled aviation fuel in accordance with Allied's directions, or (ii) promptly sell or transfer its share of commingled fuel to one or more of the Permittees.

ARTICLE 9

Independent Contractor

901. In performing all of its obligations hereunder, Allied shall act as an independent contractor.

ARTICLE 10

Cooperation

1001. The Supplier shall cooperate with Allied in every way possible and shall give Allied reasonable advance notice of its requirements, changes in schedules of its into-plane customers, types of aircraft to be flown, extra sections and delays in plane arrivals and departures to the extent that these items affect fuel demands and are pertinent to Allied's services under this Agreement.

ARTICLE 11

Insurance and Indemnity

1101. Allied shall maintain in effect at all times during the term of this Agreement (and shall name the Supplier as an additional insured on the insurance described in item III below) the following described insurance covering it and its operations and activities under this Agreement in the respective amounts set forth below and, at the Supplier's request, shall furnish the Supplier with certificates of insurance certifying that such insurance is in full force and effect and that the insurer will notify the Supplier 30 days prior to any cancellation or change.

Description	Limit of Liability
I. Workers' Compensation Employer's Liability	Statutory as required $500,000
II. Legal Liability Insurance	
A. Airport Premises - Operations	
Comprehensive General Liability, including automotive vehicles, contractual and products hazards	$50,000,000 each occurrence, combined single limit for bodily injury and property damage, subject to a $250,000,000 annual policy aggregate for products hazards coverage
B. Automotive Vehicles (while away from Airport premises)	
Comprehensive Automotive Vehicles Liability	$50,000,000 each occurrence, combined single limit for bodily injury and property damage
III. Environmental Impairment Liability	$4,000,000 per claim subject to a deductible of $5,000 per claim and $8,000,000 annual policy aggregate

1102. Allied further agrees, subject to the provisos hereinafter set forth in this paragraph 1102, to indemnify, defend and hold harmless the Supplier from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incident thereto, which may be suffered by, accrue against, be charged to, or recoverable from the Supplier by reason of loss of or

damage to property, or by reason of injury to or death of any persons, arising out of or in any way connected with the furnishing of any of the services herein provided for by Allied under this Agreement and caused by the negligence or willful misconduct of Allied, its agents, employees, or subcontractors, provided that, notwithstanding anything to the contrary contained herein,

(a) Allied's liability under this paragraph 1102 shall be limited to the risks to be insured pursuant to paragraph 1101,

(b) If, with respect to the risks to be insured pursuant to the insurance specified in Item II of paragraph 1101, the loss of or damage to property, or the injury to or death of any persons, is also caused by the negligence of the Supplier, its agents or employees, Allied's liability under this paragraph 1102 shall be that proportion of the combined liability of Allied and the Supplier that Allied's negligence bears to the combined negligence of Allied and the Supplier and shall in no event exceed the amount for which Allied is obligated to be insured pursuant to such Item II with respect to the loss, damage, injury or death involved in the particular case,

(c) Allied's liability under this paragraph 1102 with respect to loss of or damage to property of

the Supplier, or injury to or death of employees or agents of the Supplier, shall in no event exceed the amount for which Allied is obligated to be insured pursuant to the insurance specified in Item II of paragraph 1101 with respect to the loss, damage, injury or death involved in the particular case,

(d) Allied's liability under this paragraph 1102 with respect to the risks to be insured pursuant to the insurance specified in Item III of paragraph 1101 shall in no event exceed the amount for which Allied is obligated to be insured pursuant to such Item III with respect to the loss, damage, injury or death involved in the particular case, and

(e) Allied shall not be liable for mail fines or for loss, damage or expense caused by or arising in connection with delay to scheduled or non-scheduled arrivals or departures of aircraft, cargo, or passengers, or for loss of full or partial use and occupancy of any aircraft or facilities.

The Supplier expressly waives any and all rights against Allied with respect to the exclusions and limits to Allied's indemnity set forth in the foregoing provisos (a), (b), (c), (d) and (e), and the Supplier shall indemnify and hold harmless Allied from and against any and all claims, liabilities, damages, losses and judgments, including costs and

expenses incident thereto, which may be suffered by, accrue against, be charged to, or recoverable from Allied by reason of the exclusions and limits to Allied's indemnity pursuant to the foregoing proviso (e), whether or not caused by the negligence of Allied, its agents or employees. Allied will insure its liability under this paragraph 1102 as part of the insurance provided for in paragraph 1101.

1103. During the term of this Agreement, Allied shall maintain

(a) to the extent of the replacement value thereof, on all aviation fuel stored hereunder on behalf of the Supplier, from the time such fuel is accepted on delivery until it is transferred into aircraft of the Supplier's into-plane customers hereunder, physical loss or damage insuranceon an all-risk basis except for the perils of (i) delay, deterioration, inherent vice and/or loss of market, (ii) mysterious disappearance or unexplained shortages disclosed by the taking of inventory, (iii) hostile or warlike action in time of peace or war, (iv) infidelity or dishonesty of any employee of Allied, (v) nuclear explosion and radiation contamination, (vi) loss or damage caused by or resulting from the

explosion or rupture or bursting of pressure vessels or pipes (however, explosion, rupture or bursting of oil transfer lines and associated piping and equipment to and from storage tanks and facilities are covered), or steam boilers, or steam pipes, or steam turbines, or steam engines, or flywheels, owned or operated by Allied, or mechanical or machinery breakdown, and (vii) other perils customarily excluded from such insurance; and

(b) fidelity insurance, to the extent of $100,000 per employee, plus $900,000 per occurrence;

such insurance under subparagraph (a) above to be written in the names of, and payable to, Allied and the Supplier, as their respective interests may appear. At the Supplier's request, Allied shall furnish the Supplier with certificates of insurance certifying that such insurance is in full force and effect and that the insurer will notify the Supplier 30 days prior to any cancellation or change.

ARTICLE 12

Charges for Services

1201. The charges for Allied's services shall be paid by the Port Authority pursuant to separate agreement between the Port Authority and Allied.

ARTICLE 13

Term

1301. This Agreement shall take effect as of 12:01 A.M. on September 1, 1982 and shall continue so long as Allied continues as the operator of the System, subject to the further provisions of this Article 13.

1302. If either Allied's designation as the operator of the System or the Supplier's fuel storage permit is terminated, this Agreement shall terminate automatically and simultaneously therewith.

ARTICLE 14

Uniform Form of Agreement

1401. It is intended that the form of agreement between Allied and all Permittees shall be uniform in all material respects. Neither Allied nor the Supplier shall

execute a material amendment to this Agreement unless the same amendment is offered for execution by Allied and all other Permittees.

ARTICLE 15

Miscellaneous

1501. The right of either party to require strict performance hereunder by the other shall not be affected by any previous waiver, forbearance or course of dealing.

1502. This Agreement contains the entire contract between the parties with reference to the subject matter thereof and may not be changed, modified, discharged or extended except by written instrument signed by the parties.

1503. The article headings 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 provisions of this Agreement.

1504. This Agreement shall be governed by, and construed in accordance with, the law of the State of New Jersey.

ARTICLE 16

Successors and Assigns

1601. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Allied and the Supplier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By _____

Title SECY

_____
Name of Supplier

By _____

Title _____

_____
For the Port Authority

Initialled:

_____
For the Operator

Exhibit 1

8-Point Test

The following tests shall constitute the "8-point test":

		Specification
1.	Color, Saybolt, min.	Plus 16
2.	API Gravity at 60° F	37° - 51°
3.	Flash Point, TCC, min./max.	100°F min./ 150°F max.
4.	Copper Strip Corrosion, max.	No. 1
5.	Freeze Point, ASTM D2386 max.	Jet A - 40°C Jet A-1 - 47°C
6.	Water Tolerance:	
	Interface rating, max.	1(b)
	M1 Change, max.	1.0
7.	Distillation:	
	10% Evaporated, max. Temp.	400°F
	50% Evaporated, max. Temp.	450°F
	95% Evaporated, max. Temp.	465°F
	Final Boiling Point, max. Temp.	550°F
	Residue, max. %	1.5%
	Loss, max. %	1.5%
8.	Water Separometer Index, Modified min.	85

Projection of Specified Costs For Period 5/1/82 -4/30/85

	Fiscal Contract Year 5/1/82 - 4/30/83	Fiscal Contract Year 5/1/83 - 4/30/84	Fiscal Contract Year 5/1/84 - 4/30/85
Gross Payroll	$3,369,747	$3,753,779	$4,144,061
F.I.C.A.	$ 225,773	$ 250,831	$ 282,903
State Unemployment Insurance - N.J.	40,733	44,218	45,756
Federal Unemployment Insurance	18,267	16,883	17,403
New Jersey Disability	13,515	14,736	15,295
City of Newark Payroll Taxes	16,818	18,769	20,720
Worker's Compensation	192,686	232,061	275,088
Ground Liability Insurance - Article XIII	76,890	87,514	97,528
Union Welfare and Pension	226,714	250,829	281,943
Supervisor Welfare and Pension	106,967	120,685	131,037
Comprehensive 3-C Bond	456	468	468
Total Payroll Related	$ 918,819	$1,036,994	$1,168,941
Total Labor Cost	$4,288,566	$4,790,773	$5,313,002
Other Cost			
Equipment Depreciation - Article IX paragraph (o)	5,040	7,060	12,708
Interest Expense Above 6% on Trucks - Article IX, paragraph (c)	1,642	39	--
Interest Expense Above 6% on Building - Article VIII, paragraph (f)	81,681	77,334	72,988
Space Rent-Sublease with Piedmont Aviation, Inc.	13,200	14,400	15,600
Materials and Supplies (Non-reimbursable consummables including materials, supplies and fueling expenses for hydrant carts)	924,000	948,000	1,032,000
Insurance on Petroleum Stock - Article XIII	26,124	28,476	31,044
Equipment Floater Insurance - Article IX, paragraph (p)	25,620	26,172	28,320
Fire Insurance on System - Article XIII	43,454	48,534	53,536
Boiler and Machinery Insurance - Article XIII	7,289	7,572	7,867
N.J. Personal Property Tax	12,000	13,200	14,400
Total Projected Costs	$5,428,616	$5,961,560	$6,581,465
Income from Defueling Operations - Article II	(12,000)	(12,000)	(12,000)
Total Projected Net Costs	$5,416,616	$5,949,560	$6,569,465
The Operator's Fee	390,863	429,227	473,865

For the Port Authority

Initialled:

For the Operator

EXHIBIT Z-1

Projection of Spe[illegible]d Costs For Period 5/1/82 -4/30/85

	Fiscal Contract Year 5/1/82 - 4/30/83	Fiscal Contract Year 5/1/83 - 4/30/84	Fiscal Contract Year 5/1/84 - 4/30/85
Gross Payroll	$3,369,747	$3,753,279	$4,144,061
F.I.C.A.	$ 225,773	$ 250,8[illegible]	$ 282,903
State Unemployment Insurance - N.J.	40,733	44,218	45,756
Federal Unemployment Insurance	18,267	16,883	17,403
New Jersey Disability	13,515	14,736	15,295
City of Newark Payroll Taxes	16,818	18,769	20,720
Worker's Compensation	192,686	232,061	275,888
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Supervisor Welfare and Pension	106,967	120,685	131,037
Comprehensive 3-C Bond	456	468	468
Total Payroll Related	$ 918,819	$1,036,994	$1,[illegible]8,941
Total Labor Cost	$4,288,566	$4,790,773	$5,31[illegible],002
Other Cost			
Equipment Depreciation - Article IX paragraph (o)	5,040	7,060	12,708
Interest Expense Above 6% on Trucks - Article IX, paragraph (c)	1,642	39	--
Interest Expense Above 6% on Building - Article VIII, paragraph (f)	81,681	77,334	72,988
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Equipment Floater Insurance - Article IX, paragraph (p)	25,620	26,172	28,320
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Total Projected Net Costs	$5,416,616	$5,949,560	$6,569,465
The Operator's Fee	390,863	429,227	473,865

For the Port Authority

Initialled:

For the Operator

FORM XLD—Ack., N.J

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 5th day of January, 1983, before me, the subscriber, a notary public of New York, personally appeared S.J. Nowinski the Executive Assistant to the Director of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Anthony M. Cedrone
(notarial seal and stamp)

ANTHONY M. CEDRONE
Notary Public, State of New York
No. 30-4772059
Qualified in County of Nassau
Commission Expires March 30, 1984

STATE OF New York }
COUNTY OF New York } ss.

On this 17th day of December, 1982 before me, the subscriber, a Notary Public, personally appeared Joseph W. Crawford, Jr. the Vice President of Allied Aviation Service Company of New Jersey, Inc. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

JOHN M. SCATTOLLI
Notary Public, State of New York
No. 31-4717558
Qualified in New York County
Commission Expires March 30, 1984

John M. Scattolli
(notarial seal and stamp)

~~STATE OF~~ }
COUNTY OF } ss.

Be it remembered that on this _____ day of _____, 19__, before me, the subscriber, a _____ personally appeared _____ who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

(notarial seal and stamp)

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

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 6

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, dated December 27, 1983, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982 and August 1, 1982 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, the parties desire to amend the Agreement in certain respects;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree, effective as of February 1, 1984, as follows:

1. (a) It is hereby acknowledged that Paragraph 10 of Supplement No. 5 of the Agreement provides that the effective date of Paragraphs 7 through 9 of said Supplement No. 5 would be effective on a date to be set forth in a written notice to the Operator from the Port Authority in the event the Supplements to the Master Lease, as defined in the Agreement, which contain provisions amending the Sections thereof which cover the receipt, storage and distribution of aviation fuel at the Airport, are effective on a date later than September 1, 1982. The Operator acknowledges that it has been advised by the Port Authority that the effective date of the said Supplements is February 1, 1984. Accordingly, it is hereby agreed that Paragraphs 7 through 9 of Supplement No. 5 of the Agreement shall be effective as of February 1, 1984, and that the execution of this Supplemental Agreement shall place said Paragraphs in effect as of said date without the requirement of any further notice to the Operator.

(b) It is expressly understood and agreed that the Operator's fuel service agreements, as defined in Supplement No. 5 of the Agreement, the forms of which are attached thereto as Exhibit Y-1 and Exhibit Y-2, shall be effective in each instance no earlier than February 1, 1984. It is further recognized that paragraphs 1101 and 1102 of Exhibit Y-1 and paragraphs 1101 and 1102 of Exhibit Y-2 have been revised by the Operator and it is hereby agreed that paragraphs 1101 and 1102 of each of the said Exhibits shall be deemed deleted therefrom and that new paragraphs 1101 and 1102 of each of the said Exhibits, as shown respectively on Exhibits Y-1.A and Y-2.A attached hereto and hereby made a part hereof, shall be substituted in lieu thereof.

2. Paragraph (b) of Article XIII of the Agreement, as previously amended, shall be further amended to read as follows:

"(b) The Operator in its own name as assured and with the Port Authority included as an additional insured, but only as to the policies named in items II and III below, shall maintain and pay the premiums on the following described policies of insurance which shall cover its operations hereunder and which shall be kept in effect during the entire period of this Agreement:

Description	Limit of Liability
I. Workers' Compensation Insurance Employer's Liability Insurance	Statutory as required $500,000 per occurrence
II. Liability Insurance	
A. Airport Premises - Operations	
Comprehensive General Liability, including automotive vehicles (covering owned, hired, and non-owned vehicles), and products hazards, completed operations, explosions, collapse and underground property damages coverages and with a contractual liability endorsement reflecting the indemnities set forth in paragraph (a) of this Article XIII combined single limit for bodily injury and property damage, said insurance not to contain any care, custody or control exclusions except for petroleum products in the care, custody and control of the Operator.	$500,000,000 each occurrence, subject to a $500,000,000 annual policy aggregate for products hazards coverage.
B. Automotive Vehicles (while away from Airport premises)	
Comprehensive Automotive Vehicles Liability covering owned, hired and non-owned vehicles, combined single limit for bodily injury and property damage.	$75,000,000 each occurrence
III. Environmental Impairment	$4,000,000 per claim subject to a deductible of $5,000 per claim and $8,000,000 annual policy aggregate.

.V. The insurance policies required under Items II and III above shall also provide or contain an endorsement providing that the protections afforded the Operator thereunder with respect to any claim or action against the Operator by a third person shall pertain and apply with like effect with respect to any claim or action against the Operator by the Port Authority, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured."

3. The Operator has supported its performance under this Agreement with a Contract of Guaranty executed by its parent company, Allied Maintenance Corporation. The parties now desire to provide for a new form of Contract of Guaranty and, accordingly, Article XXXII of the Agreement shall be amended to read as follows:

> "The Operator shall procure, and at all times during the effective period of the Agreement maintain in full force and effect an Agreement of Guaranty executed by Allied Maintenance Corporation (the parent company of which the Operator is a wholly-owned subsidiary) wherein and whereby Allied Maintenance Corporation absolutely and unconditionally guarantees that the Operator will faithfully perform and fulfill everything on its part to be performed and fulfilled under the Agreement and any amendments and/or supplements thereto. Such Guaranty of Allied Maintenance Corporation shall be in the form attached hereto and marked 'Exhibit G-2'."

4. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplement No. 6 and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the anti-trust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplement No. 6 by the Port Authority and the delivery thereof to the

Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

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

6. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

7. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____ Morris Sloane-Deputy Director of Aviation

(Title) _____

(Seal)

ATTEST:

Asst. Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By _____

(Title) Vice President

(Corporate Seal)

APPROVED

FORM | TERMS

RV

EXHIBIT G-2

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") is about to enter into the foregoing attached Supplemental Agreement No. 6 (hereinafter referred to as the "Supplemental Agreement") to a certain Agreement bearing Port Authority designation AN-652 (which Agreement as heretofore amended and as further amended by the aforesaid Supplemental Agreement is hereinafter referred to as the "Agreement") with ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter and in the Agreement referred to as the "Operator") which Agreement covers services to be performed by the Operator including the operation, maintenance and repair of facilities for the receipt, storage and distribution of aviation fuel at Newark International Airport.

WHEREAS, the Agreement imposes certain terms and conditions upon the Operator including the obligation of the Operator to procure and maintain with the Port Authority the Guaranty of Allied Maintenance Corporation guaranteeing to the Port Authority the performance by the Operator of all of the terms and conditions imposed upon the Operator by the Agreement; and

WHEREAS, ALLIED MAINTENANCE CORPORATION (hereinafter referred to as "the Guarantor"), a corporation of the State of New York having its principal place of business at Two Pennsylvania Plaza, New York, New York 10121, is the absolute and unconditional owner of all of the issued and outstanding voting shares of the capital stock of the Operator which was organized by and through the efforts of said Guarantor; and

WHEREAS, this Guaranty is made in connection with and incidental to the exercise by the Guarantor of its corporate rights, powers, privileges and franchises and in fulfillment of its corporate purposes and objects; and

WHEREAS, in order to induce the Port Authority to enter into and execute the Supplemental Agreement, the Guarantor has offered to absolutely and unconditionally guarantee the performance by the Operator of all of the terms, covenants and conditions of the Agreement on the part of the Operator to be performed, fulfilled and observed to the extent set forth herein; and

WHEREAS, the execution of the Supplemental Agreement y the Port Authority will inure to the benefit of and enhance, romote and develop the business of the Guarantor;

NOW, THEREFORE, for and in consideration of and as an nducement to the Port Authority to enter into and execute the upplemental Agreement with the Operator, the Guarantor does ereby covenant and agree with the Port Authority as follows:

1. The Guarantor hereby absolutely and unconditionally uarantees, promises and agrees that the Operator will duly, unctually and faithfully perform, fulfill and observe each and very term, covenant and condition of the Agreement on the part f the Operator to be performed, fulfilled and observed, provided, owever, with respect to claims for bodily injury (including death nd property damage the Guarantor's liability under this Guaranty hall be limited to the risks to be insured pursuant to Article VI nd paragraph (b) of Article XIII of the Agreement as amended by upplemental Agreement No. 6 thereto, and shall in no event exceed he amount for which the Operator is obligated to be insured pursuant o said Article VIII and the said paragraph (b) of Article XIII with espect to injury or damage involved in the particular case, but aid proviso shall not apply to claims for petroleum loss to the xtent the Operator may be liable to the Port Authority with respect o such claims.

2. The Guarantor hereby waives and dispenses with any otice of non-observance, non-performance or non-fulfillment on the art of the Operator or proof of notice or demand to charge the uarantor therefor and agrees that the validity of this Guaranty nd the obligations of the Guarantor hereunder shall in no wise be erminated, affected or impaired by reason of any failure of the ort Authority to insist upon strict performance by the Operator nder the Agreement or by the assertion by the Port Authority against he Operator of any of the rights or remedies reserved to the Port uthority under the provisions of the Agreement, or by the withdrawal, iscontinuance or settlement of any judicial or other proceedings rought by the Port Authority against the Operator.

3. The liability of the Guarantor hereunder shall n no way be affected by:

(a) The release or discharge of the Operator n any creditors', receivership, bankruptcy or other similar roceedings.

(b) The impairment, limitation or modification of the liability of the Operator or its estate in bankruptcy, or of any remedy for the enforcement of the Operator's said liability under the Agreement, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Operator or its estate.

(c) The rejection or disaffirmance of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(d) Any disability or any defense of the Operator.

4. This Contract of Guaranty shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Agreement whether in accordance with the terms of the Agreement or by a separate or additional document, and notwithstanding any such renewal, modification or extension, whether or not the Guarantor has specifically consented to such renewal, modification or extension. The liability of the Guarantor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Guarantor's consent to any such renewal, modification or extension, notwithstanding that the Port Authority may have previously obtained such consent with respect to a prior renewal, modification or extension.

5. Effective as of the 1st day of February, 1984 this Guaranty shall be deemed to supersede and replace the Guaranty given by the Guarantor to the Port Authority under the date of December 17, 1982 and guaranteeing the obligations of the Operator under the Agreement, provided, however, the execution and delivery of this Guaranty by the Guarantor shall not operate to relieve the Guarantor from any obligation it may have under the Guaranty dated December 17, 1982 for any breaches, violations or omissions of the Operator occurring prior to February 1, 1984. The Guarantor expressly acknowledges that the said Guaranty dated December 17, 1982 remained and continued in full force and effect during each and all of the extensions of the Agreement made prior to February 1, 1984.

This Guaranty shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Guarantor, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed and delivered to the Port Authority this Guaranty the day of , 198 .

ATTEST: ALLIED MAINTENANCE CORPORATION

_____ By _____

Secretary (Title) President

(Seal)

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

On the day of 198 , before me personally came , to me known who being by me duly sworn, did depose and say that he resides in ; that he is the President of Allied Maintenance Corporation, the corporation described in and which executed the foregoing instrument of Guaranty; that he well knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

_____
notarial seal and stamp)

ALLIED MAINTENANCE CORPORATION

Certification of Secretary

I, [illegible], Asst Secretary of ALLIED MAINTENANCE CORPORATION, a corporation of the State of New York, do hereby certify as follows:

1. Allied Maintenance Corporation is the unconditional and absolute owner of all of the issued and outstanding voting shares of the capital stock of Allied Aviation Service Company of New Jersey, Inc., a corporation of the State of New Jersey.

2. That the following is a full, true and correct copy of Resolutions duly adopted by the Board of Directors of Allied Maintenance Corporation by unanimous written consent dated the 30th day of January, 1984, in accordance with the law of New York and the charter and by-laws of Allied Maintenance Corporation, and that the said Resolutions are still in full force and effect:

> "RESOLVED, that in order to induce The Port Authority of New York and New Jersey to enter into and execute the foregoing attached Supplemental Agreement No. 6 with Allied Aviation Service Company of New Jersey, Inc. covering amendments to certain terms and conditions of the Agreement, as defined in the attached Guaranty, this Corporation shall at all times during the effective period of the said Agreement, as the same may be extended, supplemented or amended, guarantee the obligations of Allied Aviation Service Company of New Jersey, Inc. and the full, punctual and faithful performance of all of the terms and conditions to be performed, fulfilled and observed by Allied Aviation Service Company of New Jersey, Inc. under the said Agreement, provided, however, that with respect to claims for bodily injury (including death) and property damage the Corporation's liability under said Guaranty shall be limited to the risks to be insured pursuant to Article VIII and paragraph (b) of Article XIII of the Agreement as amended by the aforesaid Supplemental Agreement No. 6, and shall in no event exceed the amount

for which Allied Aviation Service Company of New Jersey, Inc. is obligated to be insured pursuant to said Article VIII and said paragraph (b) of Article XIII with respect to injury or damage involved in the particular case, but said proviso shall not apply to claims for petroleum loss to the extent Allied Aviation Service Company of New Jersey, Inc. may be liable to The Port Authority of New York and New Jersey with respect to such claims; and be it further

"RESOLVED, that in the judgment of the Board of Directors, this action will effectuate the purposes and objectives of this Corporation, and will inure to the benefit of and promote, enhance and develop the business and assets of this Corporation and will generally promote its best interests; and be it further

"RESOLVED, that the President or any Vice-President of this Corporation, be and each of them is hereby authorized and directed to make, execute and deliver to the Port Authority on behalf of and in the name of this Corporation, a written Guaranty, guaranteeing the aforesaid obligations of Allied Aviation Service Company of New Jersey, Inc. as set forth above; and be it further

"RESOLVED, that the officers of this Corporation and each of them are hereby authorized and directed to take such steps, execute such documents and perform such other acts and things on behalf of this Corporation as may be necessary or convenient for the purpose of effecting such Guaranty."

3. IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal hereto, this day of , 198 .

_____
Secretary of ALLIED MAINTENANCE CORPORATION

(S E A L)

Exhibit Y-1.A

1101. Allied shall maintain in effect at all times during the term of this Agreement (and shall name the Airline as an additional insured on the insurance described in items II and III below) the following described insurance covering it and its operations and activities under this Agreement in not less than the respective amounts set forth below and shall furnish the Airline with certificates of insurance certifying that such insurance is in full force and effect and that the insurer will notify the Airline 30 days prior to any cancellation or change.

Description	Limit of Liability
. Workers' Compensation Employer's Liability	Satutory as required $500,000
I. Legal Liability Insurance	
A. Airport Premises - Operations	
Comprehensive General Liability, including automotive vehicles, contractual and products hazards and sudden, unintended and unexpected seepage, pollution or contamination	$500,000,000 each occurrence, combined single limit for bodily injury and property damage, subject to a $500,000,000 annual policy aggregate for products hazards coverage for Allied and all of its affiliates
B. Automotive Vehicles (while away from Airport premises)	
Comprehensive Automotive Vehicles Liability	$75,000,000 each occurrence, combined

	single limit for bodily injury and property damage
III. Environmental Impairment Liability, except sudden unintended and unexpected seepage, pollution or contamination	$4,000,000 per claim subject to a deductible of $5,000 per claim and $8,000,000 annual policy aggregate for Allied and all of its affiliates

1102. Allied further agrees, subject to the provisos hereinafter set forth in this paragraph 1102, to indemnify, defend and hold harmless the Airline from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incident thereto, which may be suffered by, accrue against, be charged to, or recoverable from the Airline by reason of loss of or damage to property, or by reason of injury to or death of any persons, arising out of or in any way connected with the furnishing of any of the services herein provided for by Allied under this Agreement and caused by the negligence of Allied, its agents, officers, employees, or subcontractors, provided that, notwithstanding anything to the contrary contained herein, Allied shall not be liable in any event for mail fines or for loss, damage or expense caused by or arising in connection with delay to scheduled or non-scheduled arrivals or departures of aircraft, cargo, or passengers, or for loss of full or partial use and occupancy of any aircraft or facilities. Allied will insure its liability under this paragraph 1102 as part of the insurance provided for in paragraph 1101.

For the Port Authority

Initialled:

For the Operator

Exhibit Y-2.A

1101. Allied shall maintain in effect at all times during the term of this Agreement (and shall name the Supplier as an additional insured on the insurance described in items II and III below) the following described insurance covering it and its operations and activities under this Agreement in the respective amounts set forth below and shall furnish the Supplier with certificates of insurance certifying that such insurance is in full force and effect and that the insurer will notify the Supplier 30 days prior to any cancellation or change.

Description	Limit of Liability
I. Workers' Compensation Employer's Liability	Statutory as required $500,000
II. Legal Liability Insurance	
A. Airport Premises - Operations	
Comprehensive General Liability, including automotive vehicles, contractual and products hazards and sudden, unintended and unexpected seepage, pollution or contamination	$500,000,000 each occurrence, combined single limit for bodily injury and property damage, subject to a $500,000,000 annual policy aggregate for products hazards coverage for Allied and all of its affiliates
B. Automotive Vehicles (while away from Airport premises)	
Comprehensive Automotive Vehicles Liability	$75,000,000 each occurrence, combined

	single limit for bodily injury and property damage
III. Environmental Impairment Liability, except sudden, unintended and unexpected seepage, pollution or contamination	$4,000,000 per claim subject to a deductible of $5,000 per claim and $8,000,000 annual policy aggregate for Allied and all of its affiliates

1102. Allied further agrees, subject to the proviso hereinafter set forth in this paragraph 1102, to indemnify, defend and hold harmless the Supplier from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incident thereto, which may be suffered by, accrue against, be charged to, or recoverable from the Supplier by reason of loss of or damage to property, or by reason of injury to or death of any persons, arising out of or in any way connected with the furnishing of any of the services herein provided for by Allied under this Agreement and caused by the negligence of Allied, its agents, officers, employees, or subcontractors, provided that, notwithstanding anything to the contrary contained herein, Allied shall not be liable in any event for mail fines or for loss, damage or expense caused by or arising in connection with delay to scheduled or non-scheduled arrivals or departures of aircraft, cargo, or passengers, or for loss of full or partial use and occupancy of any aircraft or facilities. Allied will insure its liability under this paragraph 1102 as part of the insurance provided for in paragraph 1101.

For the Port Authority

Initialled:

For the Operator

A TION DEPT.
ILE COPY

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

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 7

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, dated November 1, 1984, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982 and December 27, 1983 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, under the terms of the Fifth Supplemental Agreement to the Agreement dated August 1, 1982 the parties agreed to extend the effective period of the Agreement for the period May 1, 1982 to April 30, 1985, which Supplemental Agreement contains the Projected Costs submitted by the Operator for each of the said three years and the schedules of monthly gallonage fee payments by the Port Authority based thereon, and

WHEREAS, the Operator has advised the Port Authority that it has incurred certain additional actual costs resulting from a major change in the scope of operations under the Agreement and has requested that the Port Authority amend the Agreement to provide for an increase in payments under the Agreement, and

WHEREAS, the parties desire to amend the Agreement to provide for an increase in certain payments to the Operator and in certain other respects,

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree, effective as of the dates hereinafter set forth, as follows:

Effective as of May 1, 1984:

1. It is recognized that Article II of the Agreement requires the Operator to perform into-plane fueling services both by means of the Underground Fuel System and through the use of fuel trucks. It is further hereby expressly recognized and the Operator expressly represents to the Port Authority that during the "current period" of the Agreement (which as used herein shall mean the fiscal contract years commencing May 1, 1982 through April 30, 1985) there has been a substantial increase in the number of truck fuelings at the Airport, both at the North-end thereof and at the Central Terminal Area, and in the fueling services for commuter aircraft operators and that the Operator anticipates that these increases will continue to the end of the current period of the Agreement. The Operator has further advised and hereby expressly represents and warrants to the Port Authority that the said substantial increases constitute a major change in the scope of the operations upon which the Operator based its Projected Costs for each of the fiscal contract years during the current period of the Agreement as referred to in paragraph (C) of Article XII of the Agreement and as set forth in Exhibit Z-1 attached to Supplement No. 5 of the Agreement, and upon which the Operator based its monthly gallonage fees, referred to in paragraph (B) of Article XII of the Agreement and set forth in Exhibits D-3-A, D-3-B and D-3-C attached to Supplement No. 5 of the Agreement. The Operator has further advised and hereby expressly represents and warrants to the Port Authority that the said major change in the scope of operations under the Agreement resulted in substantial additional Actual Costs during the first two fiscal contract years of the current

period of the Agreement in excess of its Projected Costs for said years incurred by the Operator for additional expenses in staffing, payroll and in maintenance and materials costs of the types set forth in said Exhibit Z-1.

2. In light of the foregoing, it is hereby agreed by and between the Port Authority and the Operator:

(a) With respect to the first two fiscal contract years of the current period of the Agreement (fiscal contract years commencing May 1, 1982 and May 1, 1983), the amount of One Million One Hundred Thousand Dollars and No Cents ($1,100,000.00) shall constitute the agreed-upon settlement amount as and for the payment by the Port Authority of any and all additional costs incurred by the Operator for said years in excess of the Projected Costs for said years as set forth in Exhibit Z-1. It is hereby recognized that pursuant to a letter agreement dated August 15, 1984 entered into between the Operator and the Port Authority (said letter agreement being attached hereto and hereby made a part hereof, and marked "Exhibit A"), the Port Authority has paid the amount of Five Hundred Thousand Dollars and No Cents ($500,000.00) as an interim payment pending the execution of this Supplemental Agreement and toward the said settlement amount, and the Operator hereby expressly acknowledges its receipt of said payment. The Port Authority shall pay the balance of the said settlement amount, to wit, the sum of Six Hundred Thousand Dollars and No Cents ($600,000.00) to the Operator within five (5) days of its execution of this Seventh Supplemental Agreement.

(b) With respect to the final year of the current period of the Agreement (the fiscal contract year commencing May 1, 1984 and expiring April 30, 1985), the Operator has submitted to the Port Authority revised projections of specified costs of operating and maintaining the System (as defined in the Agreement) and of performing other obligations and services required under the Agreement, said revised projections being shown on the Exhibit attached hereto, hereby made a part hereof and marked "Exhibit Z-1-A", and the Operator has also submitted a revised schedule of monthly gallonage fees for said year, said revised schedule being attached hereto, hereby made a part hereof and marked "Exhibit D-3-C.1". Accordingly, it is hereby agreed:

(i) Paragraph B of Article XII of the Agreement (as set forth in Supplement No. 5 thereof) is hereby amended by deleting therefrom the words "and

that" on the twenty-third line thereof and the twenty-fourth through twenty-eighth lines thereof, and by substituting in lieu thereof the following:

> "and that Exhibit D-3-C.1 shall be in force and effect and used to determine the monthly gallonage fees during the period from May 1, 1984 through April 30, 1985."

(ii) The words "and D-3-C" on the fourth line of the second paragraph of Paragraph B of Article XII of the Agreement (as set forth in Supplement No. 5 thereof) is hereby amended to read "and D-3-C.1".

(iii) The references to Exhibit Z-1 in paragraph (C) of Article XII of the Agreement (as set forth in Supplement No. 5 thereof) and any and all other references to Exhibit Z-1 in the Agreement shall, but solely with respect to the fiscal contract year commencing May 1, 1984 through April 30, 1985, be deemed references to Exhibit Z-1-A attached hereto; it being specifically intended that the revised Projected Costs set forth in Exhibit Z-1-A shall constitute the Projected Costs of the Operator under the Agreement for the aforesaid fiscal contract year. Notwithstanding the foregoing, however, or anything to the contrary in the Agreement, as hereby amended, it is expressly understood and agreed that the Operator's fee for the said contract year shall not in any event exceed the amount of $473,865 as set forth on Exhibit Z-1 and Exhibit Z-1-A, and as stated in and in accordance with Paragraph E of Article XII of the Agreement.

Effective as of February 1, 1984:

3. In order to meet the aforesaid increased requirements for truck fueling at the Airport, the Operator hereby leases to the Port Authority on a month-to-month basis the following described five (5) fueling trucks for the term and at the rental stated herein, and subject to the following terms and conditions:

(a) The five (5) fueling trucks hereby leased to the Port Authority by the Operator (hereinafter collectively called "the leased refuelers") are:

Truck No.	Capacity (U.S. Gallons)
807	8,000
811	8,000
812	8,000
510	9,100
519	9,100

(b) The Port Authority shall pay to the Operator a monthly rental of Eight Hundred Dollars and No Cents ($800.00) for each of the leased refuelers for each month such leased refueler is in service. In the event any leased refueler is not in service, whether due to disrepair, destruction, loss or damage, or any other reason (except for routine maintenance of no longer than one day) the said monthly rental shall be fully abated for each and every day the said leased refueler is not in service.

(c) Notwithstanding the aforesaid leasing to the Port Authority, the leased refuelers shall be used exclusively by the Operator in performing its services and obligations under the Agreement and to supplement the Service Fleet (as defined in Article IX of the Agreement). The Operator shall be in exclusive control and be solely responsible for the operation, maintenance and repair of the leased refuelers, of any nature whatsoever, including insurance, and for all costs of said operation, maintenance and repair, including insurance costs. With respect to the foregoing, it is understood and agreed that the Operator's Projected Costs as set forth in Exhibit Z-1-A, attached hereto, for the fiscal contract year commencing May 1, 1984 include the said costs of the leased refuelers. It is also understood and agreed that all of the said costs of the leased refuelers incurred by the Operator for the period from February 1, 1984 to April 30, 1984 are included in the settlement amount under Paragraph 1 above. It is expressly understood and agreed that the Port Authority shall have no liability or responsibility of any type whatsoever with respect to the leased refuelers.

(d) It is specifically understood and agreed that the leased refuelers shall not be or be deemed to be a part of the Service Fleet under the Agreement (as defined in Article IX thereof), and further, that the Port Authority shall have no liability or obligation whatsoever to pay any amortization amounts or interest amounts with respect to the leased refuelers.

(e) The leasing hereunder of the leased refuelers shall terminate with the expiration date (April 30, 1985) or earlier termination of the Agreement. In addition, the Port Authority shall have the right to terminate at any time and without cause the leasing hereunder with respect to any of the leased refuelers hereunder upon five (5) days' notice to the Operator. Upon the termination of the leasing hereunder the Operator shall take possession of each leased refueler in its then existing condition.

(f) It is expressly recognized that the leased refuelers were previously used by the Operator at La Guardia Airport and have been refurbished by the Operator for use at Newark International Airport. The Operator expressly warrants and represents to the Port Authority that the leased refuelers are and shall be in safe, operable working condition to accomplish the purposes for which they are to be used as herein provided.

4. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Articles V and XX of the Agreement.

5. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplement No. 7 and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the anti-trust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplement No. 7 by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

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

7. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

8. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Morris Sloane-Deputy Director of Aviation

(Seal)

ATTEST:

VICE PRES ~~Secretary~~

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) Vice President

(Corporate Seal)

ALLIED MAINTENANCE CORPORATION, as GUARANTOR

hereby consents and agrees to the terms of this Supplemental Agreement.

By

(Title) President

(Corporate Seal)

APPROVED:
FORM TERMS

THE PORT AUTHORITY OF NY & NJ

Robert J. Aronson, Director

One World Trade Center
New York, N.Y. 10048
(212) 466-7453
(201) 622-6600 x7453

EXHIBIT A

August 15, 1984

Allied Aviation Service Company
of New Jersey, Inc.
2 Pennsylvania Plaza
New York, New York 10001

Re: Newark International Airport - Agreement AN-652

Gentlemen:

The Port Authority and Allied Aviation Service Company of New Jersey, Inc. (hereinafter called "Allied") are parties to the referenced Agreement under which Allied operates and maintains the Fuel Storage and Distribution System ("the System") at Newark International Airport ("the Airport"), which Agreement originally was advertised by an Information for Bidders, a Proposal and Addendum No. 1 thereto dated March 15, 1973, the offer for which was submitted by Allied under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973, and supplemented by supplemental agreements made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982 and December 27, 1983 (all of the foregoing being collectively called "the Agreement").

It is recognized that under the terms of the 5th Supplemental Agreement to the Agreement dated August 1, 1982 the parties agreed to extend the effective period of the Agreement for the period May 1, 1982 to April 30, 1985 (said period being herein called "the current extension"), which Supplemental Agreement contains the projected costs submitted by Allied for each of the three years of the current extension and the schedules of monthly gallonage fee payments by the Port Authority based thereon. It is recognized that Allied has advised the Port Authority that it has incurred additional expenses resulting from a major change in the scope of operations under the Agreement and that it has requested that the Port Authority amend the Agreement to provide for an increase in payments under the Agreement. It is further recognized that the Port Authority and Allied have been conducting negotiations concerning additional payments with respect to the monthly gallonage fees under the Agreement and that in the event said negotiations result in an agreement of the parties the same shall be incorporated in a "further supplement" to the Agreement, which shall mean a fully executed supplement to the Agreement in a form

satisfactory to the Port Authority which has received the approval of the Port Authority's Board of Commissioners (and not vetoed by either Governor) and which includes provisions for additional payments to Allied to cover certain additional actual costs incurred by Allied during the second year of the current extension and revised projected costs and revised monthly gallonage fees for the third year of the current extension. Pending the completion of the said negotiations and the further supplement, the parties have discussed the possibility of the Port Authority making an interim payment to Allied. The Port Authority is willing to make such an interim payment, subject, however, to the following terms and conditions:

1. The interim payment to be made by the Port Authority to Allied shall be in the amount of Five Hundred Thousand Dollars and No Cents ($500,000.00) (said payment being hereinafter called "the Interim Payment").

2. In the event the said negotiations result in the further supplement, the Interim Payment shall also be subject to the terms and provisions of the further supplement.

3. In the event the negotiations, for any reason whatsoever, do not result in the further supplement, the Interim Payment shall be repaid to the Port Authority by Allied in full. The said repayment of the Interim Payment shall be due and payable by Allied to the Port Authority within ten (10) days of the Port Authority's demand therefor given by written notice to Allied. It is expressly understood and agreed that in the event Allied fails to repay in full the Interim Payment when due, the Port Authority, in addition to and without limiting any and all other rights or remedies it may have, shall have the right to deduct the amount of the Interim Payment from the monthly payments payable to Allied under the Agreement with such deduction to continue until the same is exhausted.

4. Neither the execution of this letter agreement nor anything contained herein nor the making of the Interim Payment by the Port Authority, nor the repayment of the same by Allied shall or shall be deemed to modify, waive, alter or affect in any manner the terms and provisions of the Agreement or to constitute any obligation or agreement on the part of the Port Authority to enter into the further supplement or any other amendment or supplement to the Agreement, or to grant or be deemed to grant any right whatsoever in Allied to enter into the further supplement or any other amendment or supplement to the Agreement, or to create any implication or inference that there will be a further supplement or any other amendment or supplement to the Agreement. Allied further acknowledges and agrees that it shall never introduce in any forum this letter agreement or anything contained herein, or the making of the Interim Payment by the Port Authority or the repayment of the same by Allied, as the basis of a contention that there is in fact or by inference or by implication an agreement with the Port Authority to enter into a further supplement or any other amendment or supplement to the Agreement and that it shall not claim that it is entitled in law or equity to the same because of this letter agreement.

5. No Commissioner, director, officer, agent, or employee of either party hereto shall be charged personally by or be held contractually liable to the other party under any term or provision of this letter agreement or because of any breach thereof or because of its or their execution or attempted execution.

If Allied agrees with the terms and provisions of this letter agreement, please indicate your acceptance of the same by signing the original and enclosed copy of this letter agreement and returning them to the Port Authority's Business Administration Division at the Airport. The return of a copy executed by the Port Authority will place this letter agreement in effect.

Very truly yours,

Robert J. Aaronson
Director of Aviation

ACCEPTED AND AGREED TO:

ALLIED AVIATION SERVICE COMPANY
OF NEW JERSEY, INC.

BY _____

TITLE Vice Pres

DATE 8/20/84

APPROVED:
TERMS

ALLIED MAINTENANCE CORPORATION,
as Guarantor hereby consents and agrees to the terms of this letter agreement.

BY _____

(Title) _____ President

GALLONAGE FEES
5/1/84 - 4/30/85

GALLONS OF AVIATION FUEL DELIVERED INTO AIRCRAFT PER MONTH	UNIT COST PER GALLON
0.0 - 10.5 Million Gallons	$.08433
10.5 - 11.0	.08037
11.0 - 11.5	.07673
11.5 - 12.0	.07340
12.0 - 12.5	.07035
12.5 - 13.0	.06755
13.0 - 13.5	.06496
13.5 - 14.0	.06256
14.0 - 14.5	.06033
14.5 - 15.0	.05826
15.0 - 15.5	.05632
15.5 - 16.0	.05451
16.0 - 16.5	.05281
16.5 - 17.0	.05122
17.0 - 17.5	.04972
17.5 - 18.0	.04830
18.0 - 18.5	.04697
18.5 - 19.0	.04571
19.0 - 19.5	.04452
19.5 - 20.0	.04337
20.0 - 20.5	.04229
20.5 - 21.0	.04126
21.0 - 21.5	.04028
21.5 - 22.0	.03934
22.0 - 22.5	.03845
22.5 - 23.0	.03759
23.0 - 23.5	.03678
23.5 - 24.0	.03600
24.0 - 24.5	.03525
24.5 - 25.0	.03453
25.0 - 25.5	.03385
25.5 - 26.0	.03318
26.0 - 26.5	.03254
26.5 - 27.0	.03194
27.0 - 27.5	.03133
27.5 - 28.0	.03077
28.0 - 28.5	.03023
28.5 - 29.0	.02969
29.0 - 29.5	.02918
29.5 - 30.0	.02869
30.0 - 30.5	[illegible]
30.5 - 31.0	[illegible]
31.0 - 31.5	.02731
31.5 and Over	.02687

For the Operator

Initialled: For The Port Authority

EXHIBIT Z-1-A

PROJECTION OF SPECIFIED COSTS FOR THE PERIOD 5/1/84 - 4/30/85

GROSS PAYROLL	$ 5,857,122.
F.I.C.A.	$ 410,939.
State Unemployment Insurance - N.J.	72,555.
Federal Unemployment Insurance	28,716.
N.J. Disability	24,130.
City of Newark Payroll Taxes	43,929.
Worker's Compensation	389,933.
Ground Liability Insurance-Article XIII	146,519.
Union Welfare and Pension	662,446.
Supervisors Welfare and Pension	133,900.
Comprehensive 3-C Bond	733.
Total Payroll Related	$ 1,913,800.
Total Labor Cost	$ 7,770,922.
OTHER COST	
Equipment Depreciation-Article IX, paragraph (o)	33,147.
Interest Expense-Above 6% on Building Article VIII, Paragraph (f)	72,988.
Space Rent	15,600.
Materials & Supplies (non-reimbursable *	1,759,825.
Insurance on Petroleum Stock-Article XIII	31,044.
Equipment Floater Insurance-Article IX, paragraph (p)	33,880.
Fire Insurance on System - Article XIII	53,536.
Boiler and Machinery Insurance - Article XIII	7,867.
N.J. Personal Property Tax	12,000.
Total Projected Costs	$ 9,790,809.
Income From Defueling - Article II	(12,000.)
TOTAL PROJECTED NET COSTS	$ 9,778,809.
THE OPERATOR'S FEE	$ 473,865.

Initialled:

For The Port Authority

For The Operator

* consummables including materials, supplies and fueling expenses for hydrant carts)

FORM XLD—Ack., N.J. 513b

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 16th day of NOVEMBER, 1984, before me, the subscriber, a notary public of New York, personally appeared MORRIS SLOANE the DEPUTY DIRECTOR OF AVIATION of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Anita E. Westrich
(notarial seal and stamp)
ANITA E. WESTRICH
Notary Public, State of New York
No. 43-1356134
Qualified in Richmond County
Commission Expires March 30, 1985

STATE OF New York }
COUNTY OF New York } ss.

On this 15th day of November, 1984, before me, the subscriber, a notary public of New York, personally appeared Joseph W. Braun, Jr. the Vice President of Allied Aviation Service Company of New Jersey, Inc. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Brigid Cutler
(notarial seal and stamp)
BRIGID CUTLER
Notary Public, State of New York
No. 4672680
Qualified in Nassau County
Commission Expires March 30, 1985

~~STATE OF~~ }
~~COUNTY OF~~ } ~~ss.~~

~~Be it remembered that on this _____ day of _____, 19___, before me, the subscriber, a _____, personally appeared _____ who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.~~

~~(notarial seal and stamp)~~

against its payment obligations hereunder the full amount of said difference, with the said credit or credits for each such month to continue until the same are exhausted.

(D) The Operator agrees:

(a) to maintain, in accordance with accounting practices acceptable to the Port Authority, records and books of account recording all its transactions hereunder, which records and books of account shall be kept at all times during the effective period of this Agreement and for one (1) year after the expiration or earlier revocation or termination thereof within the Port of New York District, and which records and books of account shall show (i) the basis and all supporting documents for each and every statement required to be furnished hereunder by the Operator, (ii) the cost to the Operator of conducting all of its operations hereunder, the revenues of whatever kind or nature from such operations, the method of amortizing and depreciating costs of whatever kind or nature and the resulting profit (or loss) to the Operator from the operations hereunder, (iii) all of the actual costs of the types specified in the Operator's projections in Exhibit Z and (iv) such other information as the Port Authority may from time to time request; (v) and which shall also show the date and nature of each item of service, repair and maintenance provided by the Operator with respect to the System, including the hydrant carts, and the fuel trucks comprising the Service Fleet pursuant to Article IX of this Agreement, and the fueling trucks supplied by the Port Authority pursuant to Article IX-A of this Agreement;

(b) to permit during ordinary business hours the examination and audit of such records and books of account by the officers, employees and representatives of the Port Authority;

(c) to permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Operator, including without limitation thereto, any metering or measuring devices;

(d) to install and use such measuring and metering devices, invoicing machines and other equipment or devices for recording quantities received and quantities delivered as may be appropriate to the business of the Operator and necessary or desirable to keep accurate records; and

(e) to furnish to the Port Authority at such time as the Port Authority may from time to time and at any time

request a statement of a responsible fiscal officer of the Operator setting forth in such detail as requested by the Port Authority and covering the twelve-month period immediately preceding the date of the request the information required to be shown under subparagraph (a) of this paragraph (D) of this Article XII.

(E) For the fiscal contract year commencing May 1, 1985 and expiring April 30, 1986 the Operator's management fee shall be at the rate of 4.35% of the Projected Costs set forth in Exhibit Z for the said year. For the fiscal contract year commencing May 1, 1986 and expiring April 30, 1987 the Operator's management fee shall be at the rate of 4.35% of the Projected Costs set forth in Exhibit Z, or as shall be set forth in the revised Exhibit Z in the event the Projected Costs for said year are adjusted as provided in and pursuant to Paragraph (A) hereof. For the fiscal contract year commencing May 1, 1987 and expiring April 30, 1988 the Operator's management fee shall be at the rate of 4.35% of the Projected Costs set forth in Exhibit Z, or as shall be set forth in the revised Exhibit Z in the event the Projected Costs for said year are adjusted as provided in and pursuant to Paragraph (A) hereof. For each of the fiscal contract years during the period commencing May 1, 1985 and ending April 30, 1988 the said Operator's fee shall be paid in monthly installments by applying the aforesaid rate to the monthly Projected Costs for the current month as set forth in the Operator's monthly statements as above set forth. Notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that the Operator's fee for each fiscal contract year during the term hereof shall not in any event exceed the amounts produced by the application of the foregoing rate to the said Projected Costs.

(F) Notwithstanding any provision of this Agreement and without limiting any other obligation of the Operator under the Agreement, the Operator agrees that it shall use its best efforts to keep the Actual Costs for each fiscal contract year as low as possible.

(G) Notwithstanding any provision of this Agreement and without limiting any other obligation of the Operator under the Agreement, the Operator shall give the Port Authority written notice of any anticipated increases in excess of ten percent (10%) of the total 'Labor Cost' portion of the monthly Projected Costs or in excess of ten percent (10%) of the total 'Other Cost' portion of the monthly Projected Costs as the same are set forth in Exhibit Z (as

the same may be revised under the terms hereof), which would result in an increase in the Operator's Actual Costs and the payment by the Port Authority of an additional adjustment amount or amounts under the provisions of paragraph (C)(3) of this Article XII. Such notice shall set forth the reasons for the anticipated increases and shall be given to the Port Authority by the Operator as soon as said anticipated increases become known to the Operator, and in advance of the Operator's monthly statement which would set forth its Actual Costs that include amounts attributable to such anticipated increases. The Operator shall use its best efforts to ascertain such anticipated increases and to give the Port Authority the aforesaid notice in advance of any such monthly statement. It is agreed that the Operator may include with its aforesaid notice any supporting materials that the Operator feels that the Port Authority should review in connection with the anticipated increases. The Port Authority agrees that it will give a fair review to any and all such supporting materials. In addition to and without limiting any other provision of the Agreement, the Port Authority shall have the right to object at any time and from time to time to any amounts set forth in the Operator's monthly statements which are in excess of the Projected Costs or the monthly Projected Costs, or any portion thereof, and to require the Operator to eliminate such amounts from subsequent Operator's monthly statements. It is expressly understood and agreed that after such objection by the Port Authority, which shall be given by written notice to the Operator, the Port Authority shall have the right to withhold payments of any amounts included in the Operator's monthly statements to which the Port Authority has so objected.

(H) The Operator shall submit to the Port Authority within sixty (60) days after the end of each fiscal contract year or after the date of any earlier termination or revocation of this Agreement, an annual statement certified by a responsible fiscal officer of the Operator setting forth annual totals of the Actual Costs of the Operator for such fiscal contract year. The said annual statement shall list individually the Actual Costs with respect to the items set forth in Exhibit Z and shall indicate any variance between the individual Actual Costs and the individual Projected Costs. The said annual statement shall also set forth the annual total of the result of the Operator's monthly comparison of the Projected Costs and the Actual Costs and the annual total of the Operator's fee."

6. Article XIII of the Agreement, as previously amended, is hereby further amended as follows:

(a) Paragraph (a) thereof shall be amended to read as follows:

"(a) The Operator shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives and the Airline Users, their directors, officers, employees and representatives from and against any and all liabilities, damages, losses and judgments, and from and against any and all claims and demands, just or unjust, by third persons made against the Operator or the Port Authority on account of personal injuries (including wrongful death), loss or damage of any kind whatsoever, including but not limited to loss of any and all revenues to Aircraft Operators (whether or not resulting from physical damage) resulting from aircraft being grounded, due to or alleged to be due to causes arising or alleged to arise out of or in connection with the use or operation of the System or of the Building or out of any other operations of the Operator at the Airport or out of the failure of the Operator to perform any obligations under the Agreement (whether or not actually caused by or resulting from such use, operations or failure to perform) and whether such liabilities, damages, losses, judgments, claims and demands arise, in whole or in part, from any acts or omissions (whether negligent or not) of the Operator, of the Port Authority or of third persons, and whether such acts or omissions are within or beyond the control of the Operator, excepting only claims which arise solely from affirmative wilful acts done by the Port Authority, but including claims and demands by the City of Newark against the Port Authority pursuant to the provisions of the Basic Lease, whereby the Port Authority has agreed to indemnify the City against claims, and for all expenses incurred by the Port Authority in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Operator shall at its own expense defend against such claims or demands, (whether such suit, claim or demand is groundless, false or fraudulent) in which event 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, immunity of the Port Authority, governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. The provisions of this clause shall be also for the benefit of the Commissioners, officers, agents and employees of the Port Authority, so that they shall have all of the rights that they would have hereunder if they were named at each place above where the Port Authority is named including a direct right of action against the Operator to enforce the foregoing indemnity. <u>The term 'third persons' as used in the Operator's indemnity of the Port Authority as aforesaid shall be deemed to include but not be limited to Airline Users.</u>"

(b) Item IV of paragraph (b) of said Article is hereby amended to read:

"The insurance policies required under Items II and III above shall also provide or contain an endorsement providing that the protections afforded the Operator thereunder with respect to any claim or action against the Operator by a third person shall pertain and apply with like effect with respect to any claim or action against the Operator by the Port Authority, and that said protections shall also pertain and apply with respect to any claim or action against the Port Authority by the Operator, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured."

7. Paragraph 3 of Supplement No. 7 of the Agreement is hereby amended to as follows:

(a) The word and number "five (5)" appearing in the fourth line of the first paragraph thereof are hereby deleted and the word and number "four (4)" are hereby substituted in lieu thereof.

(b) Subparagraph (a) thereof is hereby amended to read as follows:

"(a) The four (4) fueling trucks hereby leased to the Port Authority by the Operator (hereinafter collectively called 'the leased refuelers') are:

Truck No.	Capacity (U.S. Gallons)
512	8,500
811	8,000
812	8,000
519	9,100

(c) Subparagraph (e) thereof is hereby amended to read as follows;

"(e) The leasing hereunder of the leased refuelers shall terminate with the expiration date (April 30, 1988) or earlier termination of the Agreement. In addition, the Port Authority shall have the right to terminate at any time and without cause the leasing hereunder with respect to any of the leased refuelers hereunder upon five (5) days' notice to the Operator. Upon the termination of the leasing hereunder the Operator shall take possession of each leased refueler in its then existing condition."

8. It is expressly understood and agreed that Articles XXV-A and XXV-B incorporated into the Agreement by Supplemental Agreement No. 8 thereof and covering Equal Employment Opportunity and Minority Business Enterprises/Women-owned Business Enterprises shall continue to apply with full force and effect during the effective period of the Agreement.

9. Article XXV of the Agreement, as previously amended is hereby further amended as follows:

(a) Paragraph (e) thereof is hereby amended to read as follows:

"(e) 'Gate Positions' shall mean the gate positions surrounding and abutting the flight stations attached to and forming a part of Passenger Terminal Buildings A and B, as well as the flight stations attached to and forming a part of Passenger Terminal Building C and the flight stations attached to and forming a part of any and all other facilities at the Airport from and after the applicable effective date set forth in the notices to be given to the Operator by the General Manager of the Airport with respect to extensions of the Fuel System pursuant to paragraph (p) of this Article."

(b) Paragraph (g) of said Article is hereby amended to read as follows:

"(g) 'Airline Lessees' shall mean and include any Aircraft Operator having a lease with the Port Authority covering exclusive premises at the Airport upon or into which premises the Fuel System is or is to be extended and upon which premises terminal distribution units (as hereinbefore described) are or are to be located."

(c) There shall be deemed added at the end of said Article a new paragraphs (o) and (p) to read as follows:

"(o) 'Fuel System', 'Underground Fuel System' or 'the System' shall have the meaning hereinbefore in this Agreement set forth and shall deemed to include the Fuel System Extensions, as defined in paragraph (p) below."

"(p) 'Fuel System Extensions' shall mean any and all extensions to the Fuel System after the construction of the same has been certified as completed by the Port Authority and after the Port Authority has submitted to the Operator a notice signed by the General Manager of the Airport describing such extension and designating the same as part of the Fuel System upon an effective date set forth therein. It is hereby acknowledged that extensions to the Fuel System are currently in the process of

construction for Passenger Terminal Building C by People Express Airlines, Inc. and also for certain new facilities at the Airport to be occupied by Federal Express Corporation."

10. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Articles V and XX.

11. The Operator has supported its performance under the Agreement with a contract of guaranty executed by its parent company, Allied Maintenance Corporation. The parties now desire to provide for a new form of Contract of Guaranty and, accordingly, Article XXXII of the Agreement, as previously amended, shall be furhter amended to read as follows:

"The Operator shall procure, and at all times during the effective period of the Agreement maintain in full force and effect an Agreement Of Guaranty executed by Allied Maintenance Corporation (the parent company of which the Operator is a wholly-owned subsidiary) wherein and whereby Allied Maintenance Corporation absolutely and unconditionallly guarantees that the Operator will faithfully perform and fulfill everything on its part to be performed and fulfilled under the Agreement and any amendments and/or supplements thereto. Such Guaranty of Allied Maintenance Corporation shall be in the form attached hereto and marked 'Exhibit G-3'."

12. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplement No. 9 and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the anti-trust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplement No. 9 by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

13. Neither the Commissioners of the Port Authority nor any

them, nor any officer, agent or employee thereof, shall be charged rsonally by the Operator with any liability, or held liable to it der any term or provision of the Agreement, or because of its execution or attempted execution or because of any breach thereof.

14. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

15. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Morris Sloane-Deputy Director of Aviation

(Seal)

ATTEST:

Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) Vice President

(Corporate Seal)

APPROVED:

FORM	TERMS

PROJECTION OF SPECIFIED COSTS FOR THE PERIOD 5/1/85 - 4/30/88

	FISCAL CONTRACT YEAR 5/1/85 - 4/30/86	FISCAL CONTRACT YEAR 5/1/86 - 4/30/87	FISCAL CONTRACT YEAR 5/1/87 - 4/30/88
Gross Payroll	$ 6,689,440	$ 6,977,552	$ 8,469,460
F.I.C.A.	$ 473,685	$ 498,942	$ 615,737
State Unemployment Insurance - N.J.	55,541	61,169	77,810
Federal Unemployment Insurance	25,226	26,500	32,164
N.J. Disability Insurance	13,227	14,567	18,529
City of Newark Payroll Taxes	50,171	52,331	63,520
Worker's Compensation	314,686	351,230	454,779
Ground Liability Insurance - Article XIII	283,380	380,175	476,281
Union Welfare and Pension	729,163	812,785	1,032,124
Supervisors Welfare and Pension	192,594	207,714	255,823
Comprehensive 3-C Bond	888	936	996
Total Payroll Related	$ 2,138,561	$ 2,406,349	$ 3,027,763
Total Labor Cost	$ 8,828,001	$ 9,383,901	$ 11,497,223
OTHER COST			
Equipment Depreciation	116,940	171,009	176,136
Interest Expense - Above 6% on Building - Article VIII Paragraph (f)	68,641	64,295	59,949
Space Rent	15,600	15,600	15,600
Materials and Supplies (Non Reimbursable consummables)	2,744,400	2,613,300	3,312,200
Insurance on Petroleum Stock-Article XIII	19,914	22,382	23,718
Equipment Floater Insurance-Article IX, Paragraph (p)	99,688	139,624	153,707
Fire Insurance on System - Article XIII	41,604	48,436	52,742
Boiler and Machinery Insurance-Article XIII	7,976	8,770	9,644
New Jersey Personal Property Tax	360	360	360
Airline Fuel Committee Expenses	20,000	22,000	25,000
TOTAL PROJECTED COSTS	$ 11,963,124	$ 12,489,677	$ 15,326,279
STRIKE EXPENSES	$ 135,117	-	-
TOTAL PROJECTED NET COSTS	$ 12,098,241	$ 12,489,677	$ 15,326,279
THE OPERATOR'S FEE	$ 520,386	$ 543,301	$ 666,693

Initialled: _____
For the Port Authority

_____
For the Operator

Exhibit Z

(Page 1)

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.
NEWARK FUELING
PROJECTION FOR PERIOD - 5/1/85 TO 4/30/86

	MAY 1985	JUNE 1985	JULY 1985	AUGUST 1985	SEPTEMBER 1985	OCTOBER 1985	NOVEMBER 1985	DECEMBER 1985	JANUARY 1986	FEBRUARY 1986	MARCH 1986	APRIL 1986	TOTAL COST
Gross Payroll	$ 562,686	$515,453	$ 566,603	$ 532,967	$ 550,469	$ 555,585	$ 575,871	$ 612,867	$ 586,617	$ 534,088	$ 532,930	$ 563,304	$ 6,689,440
F.I.C.A.	$ 39,676	$ 36,346	$ 39,952	$ 37,581	$ 38,815	$ 39,175	$ 40,606	$ 43,214	$ 41,948	$ 38,191	$ 38,109	$ 40,072	$ 473,685
S.U.I.	4,675	2,730	2,100	1,680	1,050	945	945	938	10,799	9,688	9,675	10,316	55,541
F.U.I.	1,540	1,540	1,540	980	490	210	168	154	7,198	6,458	2,848	2,100	25,226
N.J. Disab.	1,116	650	500	400	250	225	225	223	2,571	2,307	2,304	2,456	13,227
Newark P/R Taxes	4,220	3,866	4,250	3,997	4,129	4,167	4,319	4,597	4,400	4,006	3,997	4,223	50,171
Worker's Comp.	25,431	23,662	25,838	24,812	25,193	25,533	25,956	30,239	28,378	25,776	26,525	27,343	314,686
Ground Liability	17,730	17,424	23,826	24,222	23,826	24,948	24,618	25,872	25,938	23,694	26,202	25,080	283,380
Union Welf. & Pens.	54,817	54,817	61,597	61,963	62,642	60,734	61,085	61,469	62,086	62,024	63,122	62,807	729,163
Supv. Welf. & Pens.	15,916	15,520	16,413	15,988	16,104	15,988	16,365	16,248	16,291	15,845	16,030	15,886	192,594
Comp. 3-Bond	74	74	74	74	74	74	74	74	74	74	74	74	888
Total P/R Related	$ 165,195	$156,629	$ 176,090	$ 171,697	$ 172,573	$ 171,999	$ 174,361	$ 183,028	$ 199,683	$ 188,063	$ 188,886	$ 190,357	$ 2,138,561
Total Labor Cost	$ 727,881	$672,082	$ 742,693	$ 704,664	$ 723,042	$ 727,584	$ 750,232	$ 795,895	$ 786,300	$ 722,151	$ 721,816	$ 753,661	$ 8,828,001
Other Cost													
Equip. Depreciation	2,228	2,228	7,065	10,563	11,032	11,032	12,132	12,132	12,132	12,132	12,132	12,132	116,940
Int. Expense-4% Bldg.	5,886	5,856	5,826	5,795	5,765	5,735	5,705	5,675	5,645	5,615	5,584	5,554	68,641
Space Rent	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600
Materials & Supplies	227,200	219,900	228,700	228,700	226,400	234,700	228,400	236,700	237,700	207,900	237,700	230,400	2,744,400
Int. -Petroleum Stock	1,477	1,477	1,696	1,696	1,696	1,696	1,696	1,696	1,696	1,696	1,696	1,696	19,914
Eq. Floater	3,354	3,489	6,367	6,984	7,881	8,819	9,719	10,615	10,615	10,615	10,615	10,615	99,688
Fire Ins. on System	2,987	2,987	3,563	3,563	3,563	3,563	3,563	3,563	3,563	3,563	3,563	3,563	41,604
Boiler & Mach. Ins.	613	613	675	675	675	675	675	675	675	675	675	675	7,976
Property Tax	30	30	30	30	30	30	30	30	30	30	30	30	360
Fuel Committee Exp.	-	-	-	-	10,000	5,000	-	-	-	-	5,000	-	20,000
Total Cost	$ 972,956	$909,962	$ 997,915	$ 963,970	$ 991,384	$1,000,134	$1,013,452	$1,068,281	$1,059,656	$ 965,677	$1,000,111	$1,019,626	$11,963,124
Fee	42,324	39,583	43,409	41,933	43,125	43,506	44,085	46,469	46,095	42,007	43,505	44,355	520,396
Strike Expenses	-	-	135,117	-	-	-	-	-	-	-	-	-	135,117
Budget	$1,015,280	$949,545	$1,176,441	$1,005,903	$1,034,509	$1,043,640	$1,057,537	$1,114,750	$1,105,751	$1,007,684	$1,043,616	$1,063,981	$12,618,637

For the Port Authority

Initialled:

For the Operator

Exhibit Z

(Page 2)

EXHIBIT G-3

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") is about to enter into the foregoing attached Supplemental Agreement No. 9 (hereinafter referred to as the "Supplemental Agreement") to a certain Agreement bearing Port Authority designation AN-652 (which Agreement as heretofore amended and as further amended by the aforesaid Supplemental Agreement is hereinafter referred to as the "Agreement") with ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafater and in the Agreement referred to as the "Operator") which Agreement covers services to be performed by the Operator including the operation, maintenance and repair of facilities for the receipt, storage and distribution of aviation fuel at Newark International Airport.

WHEREAS, the Agreement imposes certain terms and conditions upon the Operator including the obligation of the Operator to procure and maintain with the Port Authority the Guaranty of Allied Maintenance Corporation guaranteeing to the Port Authority the performance by the Operator of all of the terms and conditions imposed upon the Operator by the Agreement; and

WHEREAS, ALLIED MAINTENANCE CORPORATION (hereinafter referred as "the Guarantor"), a corporation of the State of New York having s principal place of business at Two Pennsylvania Plaza, New York, w York 10121, is the absolute and unconditional owner of all of the issued and outstanding voting shares of the capital stock of the Operator which was organized by and through the efforts of said Guarantor; and

WHEREAS, this Guaranty is made in connection with and incidental to the exercise by the Guarantor of its corporate rights, powers, privileges and franchises and in fulfillment of its corporate purposes and objects; and

WHEREAS, in order to induce the Port Authority to enter into and execute the Supplemental Agreement, the Guarantor has offered to absolutely and unconditionally guarantee the performance by the Operator of all of the terms, covenants and contitions of the Agreement on the part of the Operator to be performed, fulfilled and observed to the extent set forth herein; and

WHEREAS, the execution of the Supplemental Agreement by the Port Authority will inure to the benefit of and enhance, promote and develop the business of the Guarantor;

NOW, THEREFORE, for and in consideration of and as an inducement to the Port Authority to enter into and execute the ·ıpplemental Agreement with the Operator, the Guarantor does hereby ɔvenant and agree with the Port Authority as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that the Operator will duly, punctually and faithfully perform, fulfill and observe each and every term, covenant and condition of the Agreement on the part of the Operator to be performed, fulfilled and observed, provided, however, with respect to claims of third persons for bodily injury (including death) and property damage the Guarantor's liability under this Guaranty shall be limited to the risks to be insured pursuant to Article VIII and paragraph (b) of Article XIII of the Agreement as amended by Supplemental Agreement No. 6 thereto and by the Supplemental Agreement (whether or not the Operator actually provides such insurance), and shall in no event exceed the amount for which the Operator is obligated to be insured pursuant to said Article VIII and the said paragraph (b) of Article XIII with respect to injury or damage involved in the particular case, but said proviso shall not apply to claims for petroleum loss to the extent the Operator may be liable to the Port Authority with respect to such claims.

2. The Guarantor hereby waives and dispenses with any notice of non-observance, non-performance or non-fulfillment on the part of the Operator or proof of notice or demand to charge the Guarantor therefor and agrees that the validity of this Guaranty and the -hligations of the Guarantor hereunder shall in no way be terminated, fected or impaired by reason of any failure of the Port Authority to sist upon strict performance by the Operator under the Agreement or , the assertion by the Port Authority against the Operator of any of the rights or remedies reserved to the Port Authority under the provisions of the Agreement, or by the withdrawal, discontinuance or settlement of any judicial or other proceedings brought by the Port Authority against the Operator.

3. The liability of the Guarantor hereunder shall in no way be affected by:

(a) The release or discharge of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(b) The impairment, limitation or modification of the liability of the Operator or its estate in bankruptcy, or of any remedy for the enforcement of the Operator's said liability under the Agreement, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Operator or its estate.

(c) The rejection or disaffirmance of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(d) Any disability or any defense of the Operator.

4. This Contract of Guaranty shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Agreement whether in accordance with the terms of the Agreement or by a separate or additional document, and notwithstanding any such renewal, modification or extension, whether or not the Guarantor has specifically consented to such renewal, modification or extension. The liability of the Guarantor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Guarantor's consent to any such renewal, modification or extension, notwithstanding that the Port Authority may have previously obtained such consent with respect to a prior renewal, modification or extension.

5. Effective as of the 1st day of May, 1985 this Guaranty shall be deemed to supersede and replace the Guaranty given by the Guarantor to the Port Authority under the date of January 31, 1984 and guaranteeing the obligations of the Operator under the Agreement, provided, however, the execution and delivery of this Guaranty by the Guarantor shall not operate to relieve the Guarantor from any obligation it may have under the Guaranty dated January 31, 1984 for any breaches, violations or omissions of the Operator occurring prior to May 1, 1985. The Guarantor expressly acknowledges that the said Guaranty dated January 31, 1984 remained and continued in full force and effect during each and all of the extensions of the Agreement made prior to May 1, 1985.

This Guaranty shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Guarantor, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed and delivered to the Port Authority this Guaranty the 10TH day of MARCH, 1986.

ATTEST:

AK Wahl
Secretary

ALLIED MAINTENANCE CORPORATION

By J Barnes

(Title) Vice President

(Seal)

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

On the 10TH day of MARCH 1986, before me personally came JOSEPH W. BRAUN, JR., to me known who being by me duly sworn, did depose and say that he resides in ARMONK, NEW YORK; that he is the VICE President of Allied Maintenance Corporation, the corporation described in and which executed the foregoing instrument of Guaranty; that he well knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he signed his named thereto by like order.

Brigid Cutler
(notarial seal and stamp)
BRIGID CUTLER
Notary Public, State of New York
No. 4672680
Qualified in Nassau County
Commission Expires March 30, 1986

ALLIED MAINTENANCE CORPORATION

Certification of Secretary

I, STEPHEN K. WERBEL Secretary of ALLIED MAINTENANCE ORPORATION, a corporation of the State of New York, do hereby certify as follows:

1. Allied Maintenance Corporation is the unconditional and absolute owner of all of the issued and outstanding voting shares of the capital stock of Allied Aviation Service Company of New Jersey, Inc., a corporation of the State of New Jersey.

2. That the following is a full, true and correct copy of Resolutions duly adopted by the Board of Directors of Allied Maintenance Corporation by unanimous written consent dated the 7th day of March, 1986, in accordance with the law of New York and the charter and by-laws of Allied Maintenance Corporation, and that the said Resolutions are still in full force and effect:

"RESOLVED, that in order to induce The Port Authority of New York and New Jersey to enter into and execute the foregoing attached Supplemental Agreement No. 9 with Allied Aviation Service Company of New Jersey, Inc. covering amendments to certain terms and conditions of the Agreement, as defined in the attached Guaranty, this Corporation shall at all times during the effective period of the said Agreement, as the same may be extended, supplemented or amended, guarantee the obligations of Allied Aviation Service Company of New Jersey, Inc. and the full, punctual and faithful performance of all of the terms and conditions to be performed, fulfilled and observed by Allied Aviation Service Company of New Jersey, Inc. under the said Agreement, provided, however, that with respect to claims of third persons for bodily injury (including death) and property damage the Corporation's liability under said Guaranty shall be limited to the risks to be insured pursuant to Article VIII and paragraph (b) of Article XIII of the Agreement as amended by Supplemental Agreements No. 6 and No. 9 to the Agreement (whether or not Allied Aviation Service Company of New Jersey, Inc. actually provides such insurance), and shall in no event exceed the amount for which Allied Aviation Service Company of New Jersey, Inc. is obligated to be insured pursuant to said Article VIII and said paragraph (b) of Article XIII with respect to injury or damage involved in the particular case, but said proviso shall not apply to claims for petroleum loss to the extent Allied Aviation Service Company of New Jersey, Inc. may be liable to The Port Authority of New York and New Jersey with respect to such claims; and be it further

"RESOLVED, that in the judgment of the Board of Directors, this action will effectuate the purposes and objectives of this Corporation, and will inure to the benefit of and promote, enhance and develop the business and assets of this Corporation and will generally promote its best interests; and be it further

"RESOLVED, that the President or any Vice-President of this Corporation, be and each of them is hereby authorized and directed to make, execute and deliver to the Port Authority on behalf of and in the name of this Corporation, a written Guaranty, guaranteeing the aforesaid obligations of Allied Aviation Service Company of New Jersey, Inc. as set forth above; and be it further

"RESOLVED, that the officers of this Corporation and each of them are hereby authorized and directed to take such steps, execute such documents and perform such other acts and things on behalf of this Corporation as may be necessary or convenient for the purpose of effecting such Guaranty."

3. IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal hereto, this 10th day of March, 1986.

AKWeal

Secretary of ALLIED MAINTENANCE CORPORATION

(S E A L)

FORM XLD—Ack., N.J. 51380

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 12th day of MARCH, 1986, before me, the subscriber, a notary public of New York, personally appeared MORRIS SLOANE the DEPUTY DIRECTOR OF AVIATION of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Anita E. Westrich
(notarial seal and stamp)
ANITA E. WESTRICH
Notary Public, State of New York
No. 43-[illegible]
Qualified in [illegible] County
Commission Expires [illegible] 30, 1987

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 10TH day of MARCH, 1986, before me, the subscriber, a NOTARY PUBLIC, personally appeared JOSEPH W. BRAUN, JR., the VICE President of Allied Aviation Service Company of New Jersey, Inc. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Brigid Cutler
(notarial seal and stamp)
BRIGID CUTLER
Notary Public, State of New York
No. 4672680
Qualified in Nassau County
Commission Expires March 30, 1986

STATE OF
COUNTY OF } ss.

Be it remembered that on this _____ day of _____, 19____, before me, the subscriber, a _____, personally appeared _____ who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

(notarial seal and stamp)

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

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 8

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 1, 1985, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983 and November 1, 1984 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, under the terms of Supplement No. 5 to the Agreement dated August 1, 1982 the parties agreed to extend the effective period of the Agreement for the period May 1, 1982 to April 30, 1985, which Supplemental Agreement contains Projected Costs submitted by the Operator for each of the said three years and the schedule of monthly gallonage fee payments by the Port Authority based thereon; and

WHEREAS, under the terms of Supplement No. 7 to the Agreement dated November 1, 1984 the parties agreed, among other things, to revise the Operator's Projected Costs and the schedule of fee payments by the Port Authority for the year May 1, 1984 to April 30, 1985;

WHEREAS, the parties desire to provide for an extension of the effective period of the Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree, effective as of May 1, 1985, as follows:

1. The effective period of the Agreement is hereby extended to and including October 31, 1985, subject to earlier termination or revocation as provided therein.

2. It is expressly understood and agreed that Exhibit D-3-C.1 attached to Supplement No. 7 of the Agreement shall be in force and effect during the period of the extension of the Agreement as provided for in paragraph 1 hereof and that said Exhibit D-3-C.1 shall be used to determine the monthly gallonage fees payable by the Port Authority to the Operator under Article XII of the Agreement, as provided in said Supplement No. 7, during the said extension period commencing May 1, 1985 through October 31, 1985, with appropriate adjustments in the Projected Costs.

3. Subparagraph (3) of paragraph (d) of Article III of the Agreement as heretofore amended shall be further amended to read as follows:

> "(3) four percent (4%) of the sum of items (1) and (2) above, up to a total of $40,000.00 for the period from May 1, 1982 to October 31, 1985; and".

4. Subparagraph (e) of paragraph 3 of Supplement No. 7 of the Agreement is hereby amended to read as follows;

> "(e) The leasing hereunder of the leased refuelers shall terminate with the expiration date (October 31, 1985) or earlier termination of the Agreement. In addition, the Port Authority shall have the right to terminate at any time and without cause the leasing hereunder with respect to any of the leased refuelers hereunder upon five (5) days' notice to the Operator. Upon the termination of the leasing hereunder the Operator shall take possession of each leased refueler in its then existing condition."

5. There shall be added to the Agreement, the following new Articles XXV-A and XXV-B to read as follows:

> "Article XXV-A. <u>Equal Employment Opportunity</u>
>
> In addition to and without limiting any other term or provision of the Agreement,
>
> (a) The Operator 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;

(b) At the request of the Port Authority the Operator 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 this Agreement 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 Operator's obligations hereunder;

(c) The Operator shall state, in all solicitations or advertisements for employees placed by or on behalf of the Operator in the performance of the Agreement, 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;

(d) The Operator shall include the provisions of subparagraphs (a) through (c) of this paragraph in every contract, subcontract or purchase order in such a manner that such provisions will be binding upon each contractor, subcontractor or vendor as to its work in connection with the Agreement.

"Article XXV-B. Minority Business Enterprises/Women-Owned Business Enterprises

(a) As a matter of policy the Port Authority requires the Operator to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in all of the Operator's operations, services, and maintenance and repair obligations under

the Agreement. For purposes hereof, Minority Business Enterprise (MBE) shall mean any business enterprise which is at least fifty-one percentum owned by or in the case of a publicly owned business, at least fifty-one percentum 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 percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum 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 (b) hereof. 'Meaningful participation' shall mean that at least ten percent (10%) of the total payments to be made by the Port Authority to the Operator under the Agreement (including, but not limited to, purchase orders, contracts and subcontracts) are for the participation of Minority Business Enterprises and that at least one percent (1%) of the said total payments (including, but not limited to, purchase orders, contracts and subcontracts) are for the participation of Women-owned Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(i) Dividing the work or other items to be purchased, contracted or subcontracted into smaller portions where feasible.

(ii) 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 Operator shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in all of the Operator's operations, services, and maintenance and repair obligations under this Agreement, 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.

(iii) Making plans and specifications for prospective work, purchase orders, contracts and subcontracts available to MBEs and WBEs in sufficient time for review.

(iv) 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 vendors, contractors and subcontractors.

(v) Encouraging the formation of joint ventures, partnerships or other similar arrangements among contractors or subcontractors, where appropriate, to insure that the Operator will meet its obligations hereunder.

(vi) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(vii) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

(viii) Submitting written quarterly reports to the Port Authority (Office of Minority Business Development, One World Trade Center New York, N.Y. 10048) detailing the Operator's compliance with the provisions hereof.

(b) '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)."

6. The Operator has supported its performance under the Agreement with a contract of guaranty executed by Allied Maintenance Corporation, a copy of which is attached as Exhibit G-2 hereto and is hereby made a part hereof. The Operator shall maintain and continue in full force and effect said contract of guaranty for the effective period of this Agreement.

7. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplement No. 8 and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the anti-trust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplement No. 8 by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

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

9. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

10. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and

the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Morris Sloane-Deputy Director of Aviation

(Seal)

ATTEST:

Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) Vice President

(Corporate Seal)

Accepted and agreed to this 1st day of July, 1985.

ALLIED MAINTENANCE CORPORATION, Guarantor

By

(Title) Executive Vice President

(Corporate Seal)

APPROVED:

FORM	TERMS

EXHIBIT G-2

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") is about to enter into the foregoing attached Supplemental Agreement No. 6 (hereinafter referred to as the "Supplemental Agreement") to a certain Agreement bearing Port Authority designation AN-652 (which Agreement as heretofore amended and as further amended by the aforesaid Supplemental Agreement is hereinafter referred to as the "Agreement") with ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter and in the Agreement referred to as the "Operator") which Agreement covers services to be performed by the Operator including the operation, maintenance and repair of facilities for the receipt, storage and distribution of aviation fuel at Newark International Airport.

WHEREAS, the Agreement imposes certain terms and conditions upon the Operator including the obligation of the Operator to procure and maintain with the Port Authority the Guaranty of Allied Maintenance Corporation guaranteeing to the Port Authority the performance by the Operator of all of the terms and conditions imposed upon the Operator by the Agreement; and

WHEREAS, ALLIED MAINTENANCE CORPORATION (hereinafter referred to as "the Guarantor"), a corporation of the State of New York having its principal place of business at Two Pennsylvania Plaza, New York, New York 10121, is the absolute and unconditional owner of all of the issued and outstanding voting shares of the capital stock of the Operator which was organized by and through the efforts of said Guarantor; and

WHEREAS, this Guaranty is made in connection with and incidental to the exercise by the Guarantor of its corporate rights, powers, privileges and franchises and in fulfillment of its corporate purposes and objects; and

WHEREAS, in order to induce the Port Authority to enter into and execute the Supplemental Agreement, the Guarantor has offered to absolutely and unconditionally guarantee the performance by the Operator of all of the terms, covenants and conditions of the Agreement on the part of the Operator to be performed, fulfilled and observed to the extent set forth herein; and

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WHEREAS, the execution of the Supplemental Agreement by the Port Authority will inure to the benefit of and enhance, promote and develop the business of the Guarantor;

NOW, THEREFORE, for and in consideration of and as an inducement to the Port Authority to enter into and execute the Supplemental Agreement with the Operator, the Guarantor does hereby covenant and agree with the Port Authority as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that the Operator will duly, punctually and faithfully perform, fulfill and observe each and every term, covenant and condition of the Agreement on the part of the Operator to be performed, fulfilled and observed, provided, however, with respect to claims for bodily injury (including death) and property damage the Guarantor's liability under this Guaranty shall be limited to the risks to be insured pursuant to Article VIII and paragraph (b) of Article XIII of the Agreement as amended by Supplemental Agreement No. 6 thereto, and shall in no event exceed the amount for which the Operator is obligated to be insured pursuant to said Article VIII and the said paragraph (b) of Article XIII with respect to injury or damage involved in the particular case, but said proviso shall not apply to claims for petroleum loss to the extent the Operator may be liable to the Port Authority with respect to such claims.

2. The Guarantor hereby waives and dispenses with any notice of non-observance, non-performance or non-fulfillment on the part of the Operator or proof of notice or demand to charge the Guarantor therefor and agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of any failure of the Port Authority to insist upon strict performance by the Operator under the Agreement or by the assertion by the Port Authority against the Operator of any of the rights or remedies reserved to the Port Authority under the provisions of the Agreement, or by the withdrawal, discontinuance or settlement of any judicial or other proceedings brought by the Port Authority against the Operator.

3. The liability of the Guarantor hereunder shall in no way be affected by:

(a) The release or discharge of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(b) The impairment, limitation or modification of the liability of the Operator or its estate in bankruptcy, or of any remedy for the enforcement of the Operator's said liability under the Agreement, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Operator or its estate.

(c) The rejection or disaffirmance of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(d) Any disability or any defense of the Operator.

4. This Contract of Guaranty shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Agreement whether in accordance with the terms of the Agreement or by a separate or additional document, and notwithstanding any such renewal, modification or extension, whether or not the Guarantor has specifically consented to such renewal, modification or extension. The liability of the Guarantor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Guarantor's consent to any such renewal, modification or extension, notwithstanding that the Port Authority may have previously obtained such consent with respect to a prior renewal, modification or extension.

5. Effective as of the 1st day of February, 1984 this Guaranty shall be deemed to supersede and replace the Guaranty given by the Guarantor to the Port Authority under the date of December 17, 1982 and guaranteeing the obligations of the Operator under the Agreement, provided, however, the execution and delivery of this Guaranty by the Guarantor shall not operate to relieve the Guarantor from any obligation it may have under the Guaranty dated December 17, 1982 for any breaches, violations or omissions of the Operator occurring prior to February 1, 1984. The Guarantor expressly acknowledges that the said Guaranty dated December 17, 1982 remained and continued in full force and effect during each and all of the extensions of the Agreement made prior to February 1, 1984.

This Guaranty shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Guarantor, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed and delivered to the Port Authority this Guaranty the 31st day of January, 1984.

ATTEST: ALLIED MAINTENANCE CORPORATION

Asst. Secretary

By

(Title) Vice President

(Seal)

APPROVED:

FORM | SEAL

- 3 -

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

On the 31 day of Jan 1984, before me personally came Jamphrd Braun Jr, to me known who being by me duly sworn, did depose and say that he resides in Cranford N.J.; that he is the Vice President of Allied Maintenance Corporation, the corporation described in and which executed the foregoing instrument of Guaranty; that he well knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Karen Schlanger
notarial seal and stamp

KAREN SCHLANGER
Notary Public, State of New York
No. 30-4759769
Qualified in Nassau County
Commission Expires March 30, 1985

ALLIED MAINTENANCE CORPORATION

Certification of Secretary

I John Sagnello, Asst Secretary of ALLIED MAINTENANCE CORPORATION, a corporation of the State of New York, do hereby certify as follows:

1. Allied Maintenance Corporation is the unconditional and absolute owner of all of the issued and outstanding voting shares of the capital stock of Allied Aviation Service Company of New Jersey, Inc., a corporation of the State of New Jersey.

2. That the following is a full, true and correct copy of Resolutions duly adopted by the Board of Directors of Allied Maintenance Corporation by unanimous written consent dated the 30th day of January, 1984, in accordance with the law of New York and the charter and by-laws of Allied Maintenance Corporation, and that the said Resolutions are still in full force and effect:

> "RESOLVED, that in order to induce The Port Authority of New York and New Jersey to enter into and execute the foregoing attached Supplemental Agreement No. 6 with Allied Aviation Service Company of New Jersey, Inc. covering amendments to certain terms and conditions of the Agreement, as defined in the attached Guaranty, this Corporation shall at all times during the effective period of the said Agreement, as the same may be extended, supplemented or amended, guarantee the obligations of Allied Aviation Service Company of New Jersey, Inc. and the full, punctual and faithful performance of all of the terms and conditions to be performed, fulfilled and observed by Allied Aviation Service Company of New Jersey, Inc. under the said Agreement, provided, however, that with respect to claims for bodily injury (including death) and property damage the Corporation's liability under said Guaranty shall be limited to the risks to be insured pursuant to Article VIII and paragraph (b) of Article XIII of the Agreement as amended by the aforesaid Supplemental Agreement No. 6, and shall in no event exceed the amount

for which Allied Aviation Service Company of New Jersey, Inc. is obligated to be insured pursuant to said Article VIII and said paragraph (b) of Article XIII with respect to injury or damage involved in the particular case, but said proviso shall not apply to claims for petroleum loss to the extent Allied Aviation Service Company of New Jersey, Inc. may be liable to The Port Authority of New York and New Jersey with respect to such claims; and be it further

"RESOLVED, that in the judgment of the Board of Directors, this action will effectuate the purposes and objectives of this Corporation, and will inure to the benefit of and promote, enhance and develop the business and assets of this Corporation and will generally promote its best interests; and be it further

"RESOLVED, that the President or any Vice-President of this Corporation, be and each of them is hereby authorized and directed to make, execute and deliver to the Port Authority on behalf of and in the name of this Corporation, a written Guaranty, guaranteeing the aforesaid obligations of Allied Aviation Service Company of New Jersey, Inc. as set forth above; and be it further

"RESOLVED, that the officers of this Corporation and each of them are hereby authorized and directed to take such steps, execute such documents and perform such other acts and things on behalf of this Corporation as may be necessary or convenient for the purpose of effecting such Guaranty."

3. IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal hereto, this 31st day of January, 1984.

Asst. Secretary of ALLIED MAINTENANCE CORPORATION

(S E A L)

FORM XLD—Ack., N.J. 51300

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 3rd day of JULY, 1985, before me, the subscriber, a notary public of New York, personally appeared MORRIS SLOANE the DEPUTY DIRECTOR OF AVIATION of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Anita E. Westrich
(notarial seal and stamp)
ANITA E. WESTRICH
Notary Public, State of New York
No. 43-4556184
Qualified in Richmond County
Commission Expires March 30, 1987

STATE OF }
COUNTY OF } ss.

On this 19 day of June, 1985, before me, the subscriber, a notary public, personally appeared Joseph Brown Jr the Vice President of Allied Aviation Service Company of New Jersey, Inc. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

KAREN SCHLANGER
Notary Public, State of New York
No. 30-4759769
Qualified in Nassau County
Commission Expires March 30, 1986

Karen Schlanger
(notarial seal and stamp)

STATE OF }
COUNTY OF } ss.

Be it remembered that on this _____ day of _____, 19____, before me, the subscriber, a _____, personally appeared _____ who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

(notarial seal and stamp)

COPY

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") is about to enter into the foregoing attached Supplemental Agreement No. 9 (hereinafter referred to as the "Supplemental Agreement") to a certain Agreement bearing Port Authority designation AN-652 (which Agreement as heretofore amended and as further amended by the aforesaid Supplemental Agreement is hereinafter referred to as the "Agreement") with ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafater and in the Agreement referred to as the "Operator") which Agreement covers services to be performed by the Operator including the operation, maintenance and repair of facilities for the receipt, storage and distribution of aviation fuel at Newark International Airport.

WHEREAS, the Agreement imposes certain terms and conditions upon the Operator including the obligation of the Operator to procure and maintain with the Port Authority the Guaranty of Allied Maintenance Corporation guaranteeing to the Port Authority the performance by the Operator of all of the terms and conditions imposed upon the Operator by the Agreement; and

WHEREAS, ALLIED MAINTENANCE CORPORATION (hereinafter referred to as "the Guarantor"), a corporation of the State of New York having its principal place of business at Two Pennsylvania Plaza, New York, New York 10121, is the absolute and unconditional owner of all of the issued and outstanding voting shares of the capital stock of the Operator which was organized by and through the efforts of said Guarantor; and

WHEREAS, this Guaranty is made in connection with and incidental to the exercise by the Guarantor of its corporate rights, powers, privileges and franchises and in fulfillment of its corporate purposes and objects; and

WHEREAS, in order to induce the Port Authority to enter into and execute the Supplemental Agreement, the Guarantor has offered to absolutely and unconditionally guarantee the performance by the Operator of all of the terms, covenants and contitions of the Agreement on the part of the Operator to be performed, fulfilled and observed to the extent set forth herein; and

WHEREAS, the execution of the Supplemental Agreement by the Port Authority will inure to the benefit of and enhance, promote and develop the business of the Guarantor;

NOW, THEREFORE, for and in consideration of and as an inducement to the Port Authority to enter into and execute the Supplemental Agreement with the Operator, the Guarantor does

hereby covenant and agree with the Port Authority as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that the Operator will duly, punctually and faithfully perform, fulfill and observe each and every term, covenant and condition of the Agreement on the part of the Operator to be performed, fulfilled and observed, provided, however, with respect to claims of third persons for bodily injury (including death) and property damage the Guarantor's liability under this Guaranty shall be limited to the risks to be insured pursuant to Article VIII and paragraph (b) of Article XIII of the Agreement as amended by Supplemental Agreement No. 6 thereto and by the Supplemental Agreement (whether or not the Operator actually provides such insurance), and shall in no event exceed the amount for which the Operator is obligated to be insured pursuant to said Article VIII and the said paragraph (b) of Article XIII with respect to injury or damage involved in the particular case, but said proviso shall not apply to claims for petroleum loss to the extent the Operator may be liable to the Port Authority with respect to such claims.

2. The Guarantor hereby waives and dispenses with any notice of non-observance, non-performance or non-fulfillment on the part of the Operator or proof of notice or demand to charge the Guarantor therefor and agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of any failure of the Port Authority to insist upon strict performance by the Operator under the Agreement or by the assertion by the Port Authority against the Operator of any of the rights or remedies reserved to the Port Authority under the provisions of the Agreement, or by the withdrawal, discontinuance or settlement of any judicial or other proceedings brought by the Port Authority against the Operator.

3. The liability of the Guarantor hereunder shall in no way be affected by:

(a) The release or discharge of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(b) The impairment, limitation or modification of the liability of the Operator or its estate in bankruptcy, or of any remedy for the enforcement of the Operator's said liability under the Agreement, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Operator or its estate.

(c) The rejection or disaffirmance of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(d) Any disability or any defense of the Operator.

4. This Contract of Guaranty shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Agreement whether in accordance with the terms of the Agreement or by a separate or additional document, and notwithstanding any such renewal, modification or extension, whether or not the Guarantor has specifically consented to such renewal, modification or extension. The liability of the Guarantor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Guarantor's consent to any such renewal, modification or extension, notwithstanding that the Port Authority may have previously obtained such consent with respect to a prior renewal, modification or extension.

5. Effective as of the 1st day of May, 1985 this Guaranty shall be deemed to supersede and replace the Guaranty given by the Guarantor to the Port Authority under the date of January 31, 1984 and guaranteeing the obligations of the Operator under the Agreement, provided, however, the execution and delivery of this Guaranty by the Guarantor shall not operate to relieve the Guarantor from any obligation it may have under the Guaranty dated January 31, 1984 for any breaches, violations or omissions of the Operator occurring prior to May 1, 1985. The Guarantor expressly acknowledges that the said Guaranty dated January 31, 1984 remained and continued in full force and effect during each and all of the extensions of the Agreement made prior to May 1, 1985.

This Guaranty shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Guarantor, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed and delivered to the Port Authority this Guaranty the 10TH day of MARCH, 1986.

ATTEST:

Secretary

ALLIED MAINTENANCE CORPORATION

By

(Title) Vice President

(Seal)

APPROVED:

FORM	TERMS

HW

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

On the 10TH day of MARCH 1986, before me personally came JOSEPH W. BRAUN, JR., to me known who being by me duly sworn, did depose and say that he resides in ARMONK NEW YORK; that he is the VICE President of Allied Maintenance Corporation, the corporation described in and which executed the foregoing instrument of Guaranty; that he well knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he signed his named thereto by like order.

Brigid Cutler

(notarial seal and stamp)

BRIGID CUTLER
Notary Public, State of New York
No. 4672680
Qualified in Nassau County
Commission Expires March 30, 1986

ALLIED MAINTENANCE CORPORATION

Certification of Secretary

I, STEPHEN K. WEXBEL Secretary of ALLIED MAINTENANCE CORPORATION, a corporation of the State of New York, do hereby certify as follows:

1. Allied Maintenance Corporation is the unconditional and absolute owner of all of the issued and outstanding voting shares of the capital stock of Allied Aviation Service Company of New Jersey, Inc., a corporation of the State of New Jersey.

2. That the following is a full, true and correct copy of Resolutions duly adopted by the Board of Directors of Allied Maintenance Corporation by unanimous written consent dated the 7TH day of MARCH, 1986, in accordance with the law of New York and the charter and by-laws of Allied Maintenance Corporation, and that the said Resolutions are still in full force and effect:

> "RESOLVED, that in order to induce The Port Authority of New York and New Jersey to enter into and execute the foregoing attached Supplemental Agreement No. 9 with Allied Aviation Service Company of New Jersey, Inc. covering amendments to certain terms and conditions of the Agreement, as defined in the attached Guaranty, this Corporation shall at all times during the effective period of the said Agreement, as the same may be extended, supplemented or amended, guarantee the obligations of Allied Aviation Service Company of New Jersey, Inc. and the full, punctual and faithful performance of all of the terms and conditions to be performed, fulfilled and observed by Allied Aviation Service Company of New Jersey, Inc. under the said Agreement, provided, however, that with respect to claims of third persons for bodily injury (including death) and property damage the Corporation's liability under said Guaranty shall be limited to the risks to be insured pursuant to Article VIII and paragraph (b) of Article XIII of the Agreement as amended by Supplemental Agreements No. 6 and No. 9 to the Agreement (whether or not Allied Aviation Service Company of New Jersey, Inc. actually provides such insurance), and shall in no event exceed the amount for which Allied Aviation Service Company of New Jersey, Inc. is obligated to be insured pursuant to said Article VIII and said paragraph (b) of Article XIII with respect to injury or damage involved in the particular case, but said proviso shall not apply to claims for petroleum loss to the extent Allied Aviation Service Company of New Jersey, Inc. may be liable to The Port Authority of New York and New Jersey with respect to such claims; and be it further

"RESOLVED, that in the judgment of the Board of Director, this action will effectuate the purposes and objectives of this Corporation, and will inure to the benefit of and promote, enhance and develop the business and assets of this Corporation and will generally promote its best interests; and be it further

"RESOLVED, that the President or any Vice-President of this Corporation, be and each of them is hereby authorized and directed to make, execute and deliver to the Port Authority on behalf of and in the name of this Corporation, a written Guaranty, guaranteeing the aforesaid obligations of Allied Aviation Service Company of New Jersey, Inc. as set forth above; and be it further

"RESOLVED, that the officers of this Corporation and each of them are hereby authorized and directed to take such steps, execute such documents and perform such other acts and things on behalf of this Corporation as may be necessary or convenient for the purpose of effecting such Guaranty."

3. IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal hereto, this 10th day of March, 1986.

Secretary of ALLIED MAINTENANCE CORPORATION

(S E A L)

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

FILE COPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 9

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 1, 1985, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, and May 1, 1985 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, under the terms of Supplement No. 8 to the Agreement dated May 1, 1985 the parties agreed, among other things, to extend the Agreement for a six-month period;and

WHEREAS, the parties desire to provide for an extension of the effective period of the Agreement and to amend the Agreement in certain respects:

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree, effective as of May 1, 1985, except as provided in Paragraph 3 below, as follows:

1. The effective period of the Agreement is hereby extended to and including April 30, 1988, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement as heretofore amended shall be further amended to read as follows:

> "(3) four percent (4%) of the sum of items (1) and (2) above, up to a total of $25,000.00 for the period from May 1, 1985 to April 30, 198 ; and".

3. (a) It is hereby expressly acknowledged and agreed with respect to each of the eighteen (18) tender trucks of the Service Fleet (as defined in paragraph (b) of Article IX of the Agreement and identified in Schedule 2 attached to Supplement No. 1 thereof) that, as of July 30, 1983, the Port Authority has fully paid to the Operator the eighty-four monthly tender truck amortization amounts and the interest thereon as called for in the Agreement, as amended; that the Operator's investment in the each of the said tender trucks has therefore been fully amortized in the manner and the amounts called for in the Agreement; and, accordingly, that from and after August 1, 1983 there shall no longer be any payments by the Port Authority to the Operator of monthly tender truck amortization amounts or interest with respect to said eighteen (18) tender trucks.

(b) It is hereby further agreed that effective as of August 1, 1983 title to the aforesaid eighteen (18) tender trucks of the Service Fleet, as defined in paragraph (b) of Article IX of the Agreement and identified in Schedule 2 attached to Supplement No. 1 thereof, and all parts, improvements, accessories and equipment used in connection therewith shall be deemed to have vested in the Port Authority. The Operator does hereby represent and warrant to the Port Authority that as of July 30, 1983 it was the sole and absolute owner of the aforesaid eighteen (18) tender trucks of the Service Fleet, as defined in paragraph (b) of Article IX of the Agreement and identified in Schedule 2 attached to Supplement No. 1 thereof, and all parts, improvements, accessories and equipment used in connection therewith and that there are no mortgages, judgments, levies, municipal, state or federal taxes or any person who can claim any credit, attachments or executions existing against the said eighteen (18) tender trucks of the Service Fleet and all parts, improvements, accessories and equipment used in connection therewith, and that the same are free and clear of any and all liens, mortgages, debts or other encumbrances whatsoever and without exception, and that the liens of all types heretofore held against said property, if any, have been discharged.

(c) The Operator shall promptly execute and deliver to the Port Authority all certificates of title and any and all other instrument or instruments as the Port Authority may deem necessary or desirable in connection with the transfer of title of the aforesaid eighteen (18) tender trucks comprising the Service Fleet to the Port Authority.

(d) It is hereby recognized and agreed that each of the aforesaid eighteen (18) tender trucks shall have clearly, prominently and permanently marked thereon the following:

'PROPERTY OF THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY'.

The Operator shall not alter, delete, obscure or modify the said identification marking in any way whatsoever.

(e) In light of the foregoing, Article IX of the Agreement, as heretofore amended, is hereby further amended in part, effective as of August 1, 1983, as follows:

(i) The second through the fifth subparagraphs of paragraph (c) thereof appearing on pages 26 and 27 of Supplement No. 1 of the Agreement shall be deemed deleted therefrom.

(ii) Paragraphs (d) through (k) thereof appearing on pages 27 through 30 of Supplement No. 1 of the Agreement shall be deemed deleted therefrom and the following new paragraghs shall be inserted in lieu thereof:

"(d) Each of the fueling trucks forming a part of the Service Fleet shall be made available to the Operator for use in performing its services and obligations hereunder and shall be and become a part of the System.

"(e) At all times during the effective period of this Agreement title to the Service Fleet and each and every fueling truck forming a part thereof shall be and remain in the Port Authority.

"(f) The fueling trucks comprising the Service Fleet shall not be removed from the Airport by the Operator and shall be used exclusively in the performance of the Operator's operations hereunder.

"(g) The Operator shall at all times during the effective period of this Agreement maintain the Service Fleet and each fuel truck forming a part thereof in first-class operating order, condition, maintenance, repair and appearance, reasonable wear and tear excepted. The Operator shall be in exclusive control and shall be solely responsible for the operation, maintenance, repair and insurance of the Service Fleet, regardless of the cause or condition necessitating such repair, and for all costs of said operation, maintenance, repair and insurance.

"(h) In addition to all other insurance required under this Agreement, the Operator shall, during the effective period of this Agreement, insure and keep insured the fueling trucks forming a part of the Service Fleet to the extent of their replacement value (but in no event for more than their original cost) against all risks of physical loss or damage (including but not limited to collision and comprehensive and theft). The said insurance coverage and renewals thereof shall insure the Port Authority and the Operator, as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the Port Authority. As to the insurance required by the provisions of this paragraph, certified copies of the policies or certificates evidencing the existence thereof shall be delivered to the Port Authority promptly by the Operator. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

"(i) (1) In the event that at any time during the effective period of this Agreement, any fueling truck of the Service Fleet is lost, destroyed or damaged or needs repair, the Operator shall immediately so notify the Port Authority. In the event of damage or need for repair, the Operator shall also notify the Port Authority whether, in the opinion of the Operator, it can be repaired within a period of ninety (90) days. If the Port Authority concurs in the opinion of the Operator that it can be repaired within ninety (90) days, the Port Authority shall notify the Operator to such effect within thirty (30) days after the Operator's notice and the Operator shall immediately and promptly repair the damage and perform the necessary repairs so as to return the said fueling truck to operation under this Agreement as soon as possible and the insurance proceeds, if any, will be made available to the Operator by the Port Authority.

(2) In the event that the aforesaid repair cannot be performed within ninety (90) days, in the opinion of the Operator, the Port Authority shall notify the Operator in writing within thirty (30) days after the Operator's notification to the Port Authority as aforesaid whether to proceed with the necessary repairs or that it is the opinion of the Port Authority that such fueling truck should no longer be part of the Service Fleet. In the event the Port Authority determines that the fueling truck should no longer be part of the Service Fleet, then from and after the date of the Port Authority's notice said fueling truck shall not be a part of the System and the said fueling truck shall no longer be used by the Operator.

(3) In the event that any fueling truck of the Service Fleet is lost, destroyed or damaged or needs repair, as aforesaid, the Port Authority shall have the right to provide a substitute fueling truck either on a temporary basis during the period of repair as described in subparagraph (2) above or as a replacement for the lost, destroyed or damaged fueling truck. If the Port Authority exercises said right, which shall be by notice to the Operator, the said substitute fueling truck shall, from and after the date the same is made available to the Operator, form a part of the Service Fleet and all of the provisions of this Article shall be deemed to apply thereto.

"(j) The Operator agrees to yield and deliver to the Port Authority possession of the Service Fleet and each truck forming a part thereof on the expiration of the Agreement, whether such expiration be by expiration, termination or otherwise, promptly and in the condition the Operator is required to keep the same under the terms of this Agreement."

(iii) Paragraphs "(n)" and "(o)" of said Article IX appearing on pages 31 and 32 of Supplement No. 1 of the Agreement shall be redesignated as paragraphs "(k)" and "(l)".

(iv) Paragraph (p) of said Article IX of the Agreement shall be deemed deleted therefrom.

4. There shall be added to the Agreement, the following new Article IX-A to read as follows:

"Article IX-A. <u>New Fueling Trucks to be Supplied by the Port Authority</u>

(a) The Port Authority has purchased fifteen (15) new 10,000 gallon aviation refueler trucks, each of which will bear a Port Authority identification number from series 1501 to 1515. All of the foregoing refueler trucks (which are referred to herein interchangeably as 'refueler trucks' or 'fueling trucks') are hereinafter collectively called the 'Supplemental Service Fleet'. It is hereby recognized and agreed that each of the aforesaid fifteen (15) refueler trucks shall have clearly, prominently and permanently marked thereon the following:

'PROPERTY OF THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY'.

The Operator shall not alter, delete, obscure or modify the said identification marking in any way whatsoever.

(b) Each of the fueling trucks forming a part of the Supplemental Service Fleet shall be made available to the Operator for use in performing its services and obligations hereunder and shall be and become a part of the System upon delivery thereof to the Airport and after inspection and acceptance thereof by the Port Authority.

(c) At all times during the effective period of this Agreement title to the Supplemental Service Fleet and each and every fueling truck forming a part thereof shall be and remain in the Port Authority.

(d) The fueling trucks comprising the Supplemental Service Fleet shall not be removed from the Airport by the Operator and shall be used exclusively in the performance of the Operator's operations hereunder.

(e) The Operator shall at all times during the effective period of this Agreement maintain the Supplemental Service Fleet and each fuel truck forming a part thereof in first-class operating order, condition, maintenance, repair and appearance, reasonable wear and tear excepted. The Operator shall be in exclusive control and shall be solely responsible for the operation, maintenance, repair and insurance of the Supplemental Service Fleet, regardless of the cause or condition necessitating such repair, and for all costs of said operation, maintenance, repair and insurance.

(f) The Operator hereby acknowledges that it has received a copy of the contract between the Port Authority and Garsite Products, Inc. (referred to in this Article IX-A as 'the vendor') pursuant to which the Port Authority purchased the Supplemental Service Fleet. The Operator hereby further acknowledges that it has received copies of the operating, maintenance and repair manuals and other maintenance and repair data as supplied to the Port Authority by the vendor. The Operator shall operate, repair and maintain the Supplemental Service Fleet in conformance with said documents and shall take such actions as are appropriate or necessary to protect all rights, including warranties and guaranties, of the Port Authority under the said contract with the vendor.

(g) In addition to all other insurance required under this Agreement, the Operator shall, during the effective period of this Agreement, insure and keep insured the fueling trucks forming a part of the Supplemental Service Fleet to the extent of their replacement value (but in no event for

more than their original cost) against all risks of physical loss or damage (including but not limited to collision and comprehensive and theft). The said insurance coverage and renewals thereof shall insure the Port Authority and the Operator, as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the Port Authority. As to the insurance required by the provisions of this paragraph, certified copies of the policies or certificates evidencing the existence thereof shall be delivered to the Port Authority promptly by the Operator. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

(h) (1) In the event that at any time during the effective period of this Agreement, any fueling truck of the Supplemental Service Fleet is lost, destroyed or damaged or needs repair, the Operator shall immediately so notify the Port Authority. In the event of damage or need for repair, the Operator shall also notify the Port Authority whether, in the opinion of the Operator, it can be repaired within a period of ninety (90) days. If the Port Authority concurs in the opinion of the Operator that it can be repaired within ninety (90) days, the Port Authority shall notify the Operator to such effect within thirty (30) days after the Operator's notice and the Operator shall immediately and promptly repair the damage and perform the necessary repairs so as to return the said fueling truck to operation under this Agreement as soon as possible and the insurance proceeds, if any, will be made available to the Operator by the Port Authority.

(2) In the event that the aforesaid repair cannot be performed within ninety (90) days, in the opinion of the Operator, the Port Authority shall notify the Operator in writing within thirty (30) days after the Operator's notification to the Port Authority as aforesaid whether to proceed with the necessary repairs or that it is the opinion of the Port Authority that such fueling truck should no longer be part of the Supplemental Service Fleet. In the event the Port Authority determines that the fueling truck should no longer be part of the Supplemental Service Fleet, then from and after the date of the Port Authority's notice said fueling truck shall not be a part of the System and the said fueling truck shall no longer be used by the Operator.

(3) In the event that any fueling truck of the Supplemental Service Fleet is lost, destroyed or damaged or needs repair, as aforesaid, the Port Authority shall have the right to provide a substitute fueling truck either on a

temporary basis during the period of repair as described in subparagraph (2) above or as a replacement for the lost, destroyed or damaged fueling truck. If the Port Authority exercises said right, which shall be by notice to the Operator, the said substitute fueling truck shall, from and after the date the same is made available to the Operator, form a part of the Supplemental Service Fleet and all of the provisions of this Article shall be deemed to apply thereto.

(i) The Operator agrees to yield and deliver to the Port Authority possession of the Supplemental Service Fleet and each truck forming a part thereof on the expiration of the Agreement, whether such expiration be by expiration, termination or otherwise, promptly and in the condition the Operator is required to keep the same under the terms of this Agreement."

5. Article XII of the Agreement as previously amended, shall be further amended to read as follows:

"Article XII. Method of Payments to the Operator

(A) For purposes of this Agreement the Operator has submitted to the Port Authority projections of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder; such projections for each fiscal contract year during the period May 1, 1985 through April 30, 1988 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit Z' and are hereinafter called 'the Projected Costs'; and such projections for each month of the fiscal contract year commencing May 1, 1985 and ending April 30, 1986 are also shown on Exhibit Z (page 2) and said monthly breakdown of the Projected Costs are hereinafter called the 'monthly Projected Costs'. It is expressly understood and agreed that the Projected Costs set forth in said Exhibit Z for the fiscal contract year commencing May 1, 1986 and ending April 30, 1987 (herein referred to as 'the 1986-87 contract year') and for the fiscal contract year commencing May 1, 1987 and ending April 30, 1988 (herein referred to as 'the 1987-88 contract year') shall be subject to further review and adjustment by the Port Authority as follows:

(i) With respect to the 1986-87 contract year, the Operator, on or before February 28, 1986, shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z for the 1986-87 contract year are to remain as stated in the said Exhibit for said contract year or

whether the same are to be revised based on new projections by the Operator of the specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the respective year. With respect to the 1987-88 contract year, the Operator, on or before January 31, 1987, shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z for the 1987-88 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the respective year. In the event the Operator desires to revise the Projected Costs for the 1986-87 contract year, or the 1987-88 contract year, as the case may be, it shall submit with the said notice its proposed projections of costs for the 1986-87 contract year, or the 1987-88 contract year as the case may be, in the same form as Exhibit Z and with the exact same types of specified costs but with the desired revised amounts. The Operator shall also include with each of the aforesaid notices a monthly breakdown of the Projected Costs for the respective fiscal contract year in the same form as Exhibit Z (page 2) showing both the breakdown of said Projected Costs as the same are set forth in Exhibit Z (page 1) and also based on the proposed revisions thereto.

After its receipt of the Operator's notice, the Port Authority shall review the proposed projected costs for the 1986-87 contract year or the 1987-88 contract year, as the case may be, whether based on those set forth in Exhibit Z or on proposed revisions submitted with the Operator's notice. In the said review of said projected costs, the Port Authority and the Operator agree to consult with each other in good faith, and, if appropriate, to meet to discuss possible adjustments to said proposed projected costs. The Operator shall have the right to present to the Port Authority all appropriate materials in support of the Operator's proposed revisions, the Port Authority agreeing to give a full and fair review to all such revisions and supporting materials provided the same are timely submitted during the period for Port Authority review as described herein.

No later than sixty (60) days after its receipt from the Operator of the aforesaid notice and after the Port Authority's aforesaid review has been completed, the Port Authority shall advise the Operator of the Port Authority's election:

(a) to continue with the Projected Costs for the 1986-87 contract year, or the 1987-88 contract year, as the case may be, as the same are set forth in Exhibit Z;or

(b) to accept the proposed revisions as submitted by the Operator with its aforesaid notice; or

(c) to adjust the proposed revisions as submitted by the Operator with its aforesaid notice; or

(d) to adjust the Projected Costs as the same are set forth in Exhibit Z for the said contract year (whether or not the Operator has submitted proposed revisions to said Projected Costs with its aforesaid notice).

In the event the Port Authority elects to continue with the Projected Costs for the 1986-87 contract year as the same are set forth in Exhibit Z, Exhibit Z shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labelled as Exhibit Z (page 3); and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 1986-87 contract year. In the event the Port Authority elects to continue with the Projected Costs for the 1987-88 contract year as the same are set forth in Exhibit Z, Exhibit Z shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs shall be attached to the Port Authority's notice and labelled as Exhibit Z (page 4); and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 1987-88 contract year.

With respect to the 1986-87 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (b) above, or elects to make the adjustment pursuant to

either item (c) or item (d) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labelled Exhibit Z-86 containing the new amounts for the 1986-87 contract year and which from and after May 1, 1986 shall be deemed to be substituted in lieu of Exhibit Z attached hereto, but solely with respect to said year. With respect to the 1987-88 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (b) above, or elects to make the adjustment pursuant to either item (c) or item (d) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labelled Exhibit Z-87 containing the new amounts for the 1987-88 contract year and which from and after May 1, 1987 shall be deemed to be substituted in lieu of Exhibit Z attached hereto, but solely with respect to said year.

(ii) It is understood and agreed that the Port Authority and the Operator in the above-provided review and adjustment procedure for determining the Projected Costs for the 1986-87 and 1987-88 contract years shall consider the forecasts of estimated activities of the users of the System for each of the aforesaid contract years.

(iii) The term 'Projected Costs' as used in this Agreement shall be deemed to include the monthly Projected Costs with respect to the applicable fiscal contract year. With respect to the 1986-87 contract year and the 1987-88 contract year, in the event the Port Authority elects items (b), (c) or (d) above, the terms 'Projected Costs' and 'monthly Projected Costs' as used in this Agreement shall mean the projection of specified costs as shall be set forth in the revised and relabelled Exhibit Z attached to the Port Authority's notice for the respective contract year as described above.

(iv) Copies of the notices described in subparagraph (i) above may also be sent by the Port Authority to each of the Airline Lessees (as said term is defined in Article XXV hereof).

(B) (1) Notwithstanding anything to the contrary in this Agreement, it is specifically understood and agreed that the Projected Costs and the Actual Costs, as hereinafter

defined, do not include and shall not be deemed to include any costs with respect to any of the following:

(i) The reimbursable items as defined in paragraph (a) of Article III;

(ii) The reimbursable utilities as defined in paragraph (a) of Article III;

(iii) The reimbursable services as defined in paragraph (c) of Article III;

(iv) The reimbursable maintenance cost as defined in paragraph (d) of Article III;

(v) The interim monthly amortization amounts as defined in paragraph (f) of Article VIII;

(vi) The specialized equipment as defined in paragraph (k) of Article IX; and

(vii) Any of the obligations imposed on the Operator pursuant to paragraph (h) of Article III, Article VII, paragraphs (c), (h) and (k) of Article VIII and Article XXI.

The monthly payments to be made by the Port Authority under Paragraph (C) (3) of this Article XII shall not include any of the foregoing items; any payment to be made to the Operator for the aforesaid items (i) through (vii) of this subparagraph (1) is to be in accordance with the above-specified Articles of the Agreement.

(2) It is further understood and agreed that there shall be deemed included in the Projected Costs and in the Actual Costs, as hereinafter defined, the following:

(i) The Operator's costs with respect to the defueling operations mentioned in Article II;

(ii) The Operator's costs with respect to the fuel expenses mentioned in paragraph (f) of Article III;

(iii) The Operator's costs with respect to the other equipment mentioned in paragraph (1) of Article IX amortized over an appropriate period;

(iv) The Operator's costs with respect to repair and maintenance of the Building as described in paragraph (e) of

Article VIII;

(v) Interest at the rate of four percent (4%) per annum with respect to the interim monthly amortization amount as set forth in Article VIII, it being recognized that said 4% interest is in excess of the six percent (6%) rate specified in Article VIII.

(vi) The Operator's costs with respect to the insurance requirements described in paragraph (g) of Article VIII, paragraph (h) of Article IX, Article XIII and paragraph (f) of Article IX-A;

(vii) The Operator's costs with respect to its obligations and services pursuant to Article XV;

(viii) The Operator's costs with respect to all parts, equipment, materials, tools and supplies for the hydrant carts and the Operator's costs with respect to the fuel expenses for said hydrant carts, as mentioned in paragraph (a) of Article III of the Agreement, as amended; it being expressly understood, however, that the inclusion of the said Operator's costs in the Projected Costs and in the Actual Costs shall have effect from May 1, 1982 and shall be of prospective effect solely, and, further, that neither the said inclusion, nor anything contained in the Agreement, as amended, shall or shall be deemed to alter, modify, change, waive or prejudice in any way the rights of the Port Authority under the Agreement to disallow the inclusion of any of the said Operator's costs in the Projected Costs or the Actual Costs for any period prior to May 1, 1982; and

(ix) The Operator's costs with respect to the operation, maintenance and repair of the Supplemental Service Fleet or any fueling truck forming a part thereof, of any nature whatsoever, including insurance, pursuant to Article IX-A hereof.

(3) It is expressly acknowledged that, as herein provided, the Operator's management fee under paragraphs (C) and (E) hereof and the Projected Costs and the Actual Costs, upon which the Port Authority's payments under paragraph (C) hereof are based, are and shall be limited to those types of specified costs set forth in Exhibit Z attached hereto and that no payments of Projected Costs or Actual Costs or the Operator's management fee shall be made to the Operator by the Port Authority for any type or types of costs other than those specified in Exhibit Z. It is recognized that the Operator has requested that the Agreement contain provisions reflecting the ability of the Operaror to

propose for Port Authority consideration the inclusion of types of costs other than those specified in Exhibit Z for the 1986-87 contract year or the 1987-88 contract year which the Operator would contend were of a nature not within the anticipation of the parties and the costs of which were not intended to be covered by the types specified in Exhibit Z. Accordingly, in the event the Operator wishes to submit for Port Authority consideration types of costs other than those set forth in Exhibit Z, as aforesaid, for inclusion in the Projected Costs for the 1986-87 contract year or the 1987-88 contract year, the Operator shall submit a written request therefor to the Port Authority setting forth therein the proposed new types of costs, an explanation of the reasons for such inclusion and including therewith all appropriate supporting material. The submission of any such new type or types of costs shall be subject to Port Authority review and approval, and the Port Authority shall have the right in its sole discretion to accept or reject the same; it being understood and agreed that any such acceptance by the Port Authority shall be effective only upon the execution by the Port Authority of an appropriate further supplemental agreement to this Agreement and delivery thereof to the Operator. The Operator expressly acknowledges that any Port Authority acceptance of such inclusion of any new types of costs may require the approval of the Port Authority's Board of Commissioners which approval may not be granted, or, if granted, may be vetoed by either the Governor of New York or the Governor of New Jersey.

(C) (1) Not later than the 15th day of May, 1985 and not later than the 15th day of each and every month thereafter during the effective period of this Agreement, including the month following the expiration or earlier termination thereof, the Operator shall certify to the Port Authority by means of a sworn statement of a responsible fiscal officer of the Operator the following:

(a) The number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users other than Fixed Base Operator(s) during the preceding calendar month;

(b) The number of gallons of aviation fuel delivered by the Operator into the fuel trucks of each Fixed Base Operator during the preceding calendar month;

(c) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each Fuel Storage Permittee during the preceding calendar month;

(d) The number of gallons of aviation fuel received from each Fuel Storage Permittee which is not an Aviation Fuel Supplier during the preceding calendar month;

(e) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Airline Customer of each Aviation Fuel Supplier during the preceding calendar month;

(f) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Fuel Storage Permittee during the preceding calendar month;

(g) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each of its customers who are general aviation aircraft operators during the preceding calendar month;

(h) The total number of labor hours of the types included in the Projected Costs expended during the preceding calendar month, listed by craft and showing both straight time and overtime, covering the Operator's performance of all of its obligations under this Agreement.

The statement covering item (b) shall also be delivered to the Fixed Base Operator; the statements covering items (c) and (d) shall also be delivered to each Fuel Storage Permittee, and when such Permittee is a Supplier, the statement shall individually list each Fuel Storage Permittee for whom the receipt and/or delivery of the aviation fuel has been made; the statement covering item (e) shall also be supplied to each Airline Customer as to deliveries to its aircraft; the statements covering item (f) shall also be delivered to each Fuel Storage Permittee.

(2) The aforesaid monthly statements to be submitted by the Operator to the Port Authority shall include a statement certified by a responsible fiscal officer of the Operator setting forth all of the actual costs of the types specified in the Operator's projections as shown in Exhibit Z incurred by the Operator during the immediately preceding calendar month in the performance of the obligations and services to be performed by the Operator hereunder (such costs being herein called "the Actual Costs").

The said statement shall list individually the Actual Costs with respect to the items named in Exhibit Z

and shall indicate any variance between the individual Actual Costs and the individual Projected Costs for the said immediately preceding calendar month.

The said monthly statement shall also set forth the monthly Projected Costs for the month in which the statement is submitted (hereinafter referred to as "the monthly Projected Costs for the current month") based on the said Exhibit Z and, in the event said Exhibit is revised for the 1986-87 or 1987-88 contract years in accordance with the above provisions, based on the revised version or versions of said Exhibit Z.

The aforesaid monthly statements of the Operator described in this paragraph (C) are herein collectively referred to as the "Operator's monthly statement".

The portion of the Operator's monthly statement which sets forth the variance between individual Actual Costs and individual Projected Costs, as described above, shall also be sent by the Operator to each of the Airline Lessees.

(3) (a) The Port Authority, no later than the tenth (10th) day of the month immediately following its receipt of the Operator's monthly statement for the immediately preceding calendar month, shall pay to the Operator:

(i) the monthly Projected Costs for the current month;

(ii) the current month's installment of the Operator's fee, as hereinafter defined.

(b) Subject to and without limiting the provisions of paragragh (G) of this Article XII and the provisions of Article XXVIII hereof, it is understood and agreed that in the event the Operator's Actual Costs for the calendar month immediately preceding the current month exceed the monthly Projected Costs for the said immediately preceding calendar month, as certified in the Operator's monthly statement for the current month, the Port Authority's payment hereunder shall include an additional adjustment amount equal to the amount constituting the difference between said Actual Costs for the said month and said monthly Projected Costs; and that in the event the Actual Costs for the calendar month immediately preceding the current month were less than the monthly Projected Costs for said immediately preceding month, the Port Authority shall credit

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

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 10

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 1, 1988, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and OGDEN ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (formerly named Allied Aviation Service Company of New Jersey, Inc. and hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985 and November 1, 1985 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, the parties desire to provide for an extension of the effective period of the Agreement and to amend the Agreement in certain respects:

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree, effective as of May 1, 1988, as follows:

1. The effective period of the Agreement is hereby extended to and including October 31, 1988, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement as heretofore amended shall be further amended to read as follows:

> "(3) four percent (4%) of the sum of items (1) and (2) above, up to a total of $25,000 for the period from May 1, 1985 to October 31, 1988; and".

3. (a) For purpose of this Agreement and the six-month extension under this Supplement No. 10, the Operator has submitted to the Port Authority the Operator's projections of specified costs of operating and maintaining the System and of performing other obligations and services hereunder for the said six-month extension period from May 1, 1988 to October 31, 1988 (said extension period being hereinafter referred to as the "six-month extension period"); said projections for the six-month extension period are shown on the Exhibit attached hereto, hereby made a part hereof and marked "Exhibit Z-88". It is understood and agreed that Exhibit Z-88 shall constitute the Operator's "Projected Costs" for the six month extension period, and that the term "Projected Costs" as used in Article XII of the Agreement shall mean, solely with respect the six-month extension period, the aforesaid projections including the monthly Projected Costs for the six-month extension period shown on Exhibit Z-88; and further, that Exhibit Z-88 shall be deemed to be substituted in lieu of Exhibit Z of the Agreement, but solely with respect to the six-month extension period, and all references to Exhibit Z shall be deemed to be references to Exhibit Z-88 solely with respect to the six-month extension period. It is further understood and agreed that for purposes of the six-month extension period "Actual Costs" as defined in Paragraph (C)(2) of Article XII of the Agreement shall mean the Operator's Actual Costs with respect to each month of the six-month extension period. It is understood and agreed that the Operator shall submit the "Operator's monthly statement" called for under and in accordance with Paragraph (C) of Article XII of the Agreement for each month of the six-month extension period, and that Exhibit Z-88 and the Projected Costs and Monthly Projected Costs as shown thereon and the "Actual Costs", as aforesaid, shall be used in determining the payments to be made to the Operator for the six-month extension period, and that said payments are to be made to the Operator under and in accordance with Article XII of the Agreement.

(b) Paragraph E of Article XII of the Agreement is hereby amended by adding at the end thereof the following:

> "For the six-month extension period commencing May 1, 1988 and expiring October 31, 1988 the Operator's management fee shall be at the rate of 4.35% of the Projected Costs set forth in Exhibit Z-88 attached to Supplement No. 10 of the Agreement. For the said six-month extension period the said Operator's fee shall be paid in monthly installments by applying the aforesaid rate to the monthly Projected Costs for the current month set forth in the Operator's monthly statements. Notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that the Operator's fee for the said six-month extension period shall not in any event exceed the amounts produced by the application of the foregoing rate to the said Projected Costs."

4. There shall be deemed added to the Agreement a new Article XXV-C to read as follows:

"Article XXV-C. The Operator shall not use, or permit any authorized subcontractor to use any materials, equipment or supplies, or components of the foregoing which were manufactured, produced or otherwise originated in South Africa in the performance of the services it is required to supply under this Agreement without the express prior written approval of the Executive Director of the Port Authority. At the request of the Port Authority from time to time during the term of this Agreement the Operator shall supply to the Port Authority written certification of its compliance with the provisions of this clause. In the event of the Operator's non-compliance with the provisions of this clause, the Agreement may be terminated or suspended."

5. The Operator has supported its performance under the Agreement with a contract of guaranty executed by its parent company Allied Maintenance Corporation (now named Ogden Allied Maintenance Corporation). The parties now desire to provide for a new form of Contract of Guaranty and, accordingly, Article XXXII of the Agreement, as previously amended, shall be further amended to read as follows:

"Article XXXII <u>Contract of Guaranty</u>

It is recognized that The Operator is a wholly-owned subsidiary of Ogden Allied Maintenance Corporation (formerly called Allied Maintenance Corporation), that said Ogden Allied Maintenance Corporation is a wholly-owned subsidiary of Ogden Allied Services Corporation, that Ogden Allied Services Corporation is a wholly-owned subsidiary of Ogden Corporation. The Operator shall procure and at all times during the effective period of the Agreement maintain in full force and effect an Agreement of Guaranty executed by said Ogden Corporation wherein and whereby Ogden Corporation absolutely and unconditionally guarantees that the Operator will faithfully perform and fulfill everything on its part to be performed and fulfilled under the Agreement and any amendments and/or supplements thereto. Such Guaranty of Ogden Corporation shall be in the form attached hereto and marked 'Exhibit G-4'. It is hereby expressly understood and agreed that in the event there is a change in the said relationship of the Operator and the said companies as a result of which the

Operator is not owned either directly or indirectly by the said companies, the Port Authority may require the Operator to substitute other forms of security and the Operator shall promptly comply with such requirement."

6. The fifth sentence of Article XXV-B of the Agreement (as set forth in the Eight Supplemental Agreement to the Agreement) is hereby amended to read as follows:

"'Meaningful participation' shall mean that at least fifteen percent (15%) of the total payments made by the Operator under the Agreement to its vendors (including but not limited to, purchase orders), suppliers, contractors and subcontractors are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which not less than ten percent (10%) thereof shall be for the participation of Minority Business Enterprises."

7. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Articles V and XX.

8. By executing this Tenth Supplemental Agreement the Operator and each person signing on behalf of the Operator certifies that the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred or otherwise disqualified from bidding on contracts by any governmental agency; and (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction.

The foregoing certification as to "(a)", "(b)" and "(c)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Tenth Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Tenth Supplemental Agreement. The Operator is advised

that knowingly providing a false certification 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.).

9. By executing this Tenth Supplemental Agreement the Operator and each person signing on behalf of the Operator certifies, (a) the Operator has not made any offers or agreements or taken any other action with respect to any 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 promulgated by the Port Authority on March 17, 1980 (a copy of which is available upon request) nor does the Operator have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said Code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Tenth Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certification as to "(a)" and "(b)", shall be deemed to have been made as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Tenth Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Tenth Supplemental Agreement.

The Operator is advised that knowingly providing a false certification pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g., New York Penal Law, Sections 175.30 et seq.).

10. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplement No. 10 and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any

rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplement No. 10 by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

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

12. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

13. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

ACTING
ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) ASSISTANT DIRECTOR OF AVIATION
(Seal)

ATTEST:

Thomas C.
asst. Secretary

OGDEN ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) Vice President
(Corporate Seal)

APPROVED:

FORM	TERMS

OGDEN ALLIED SERVICE COMPANY OF NEW JERSEY, INC.
NEWARK INTERNATIONAL AIRPORT

10-Feb-88

PROJECTION FOR PERIOD 6/1/88 TO 10/31/88

	MAY 1988	JUNE 1988	JULY 1988	AUGUST 1988	SEPTEMBER 1988	OCTOBER 1988	TOTALS
GROSS PAYROLL	$568,814	$526,712	$539,615	$516,139	$524,295	$537,305	$3,212,880
PAYROLL RELATED							
F.I.C.A.	42,718	39,556	40,526	38,762	39,375	40,362	241,288
State Unemployment Ins. N.J.	7,160	4,976	1,482	1,374	1,212	1,272	17,476
Fed. Unemployment Ins.	808	774	784	766	422	433	3,986
N.J. Disability Insurance	622	578	589	534	543	556	3,392
City of Newark Payroll Taxes	4,266	3,950	4,047	3,871	3,932	4,030	24,096
orker's Compensation	26,637	25,074	25,201	24,582	24,470	25,173	151,137
Union Welfare & Pension	52,125	53,040	53,134	50,188	50,744	52,041	316,272
Supvrs. Welfare & Pension	17,543	16,196	17,781	17,633	18,145	18,558	105,955
Comprehensive 3-C Bond	150	150	150	150	150	150	900
Total Payroll Related	157,129	144,294	143,693	137,659	138,993	142,565	864,503
Total Labor Cost	726,943	671,006	683,278	653,998	663,288	679,870	4,077,383
OTHER COST							
Equipment Depreciation			3,617	3,617	3,617	7,467	18,336
Int Exp Above 6% Bldgs. - Art. VIII Par.(f)	4,800	4,769	4,739	4,709	4,679	4,649	28,345
Space Rent	1,100	1,100	1,100	1,100	1,100	1,100	6,600
Mtrls & Sups (Non Reimbursable Commissable's)	182,600	176,800	182,800	182,600	176,800	182,800	1,083,900
Ground Liability Ins. - Art. XIII	29,620	27,980	32,580	32,580	30,970	32,290	186,020
Ins. Petroleum Stock - Art. XIII	1,555	1,555	1,555	1,555	1,555	1,555	9,330
Equip Floater Ins. - Art. IX, Par. (g)	10,400	10,400	10,850	10,850	10,850	10,850	64,200
Fire Ins. on System - Art. XIII	8,007	8,007	8,007	8,007	8,007	8,007	48,042
Boiler & Machinery Ins. - Art. XIII	544	544	544	544	544	544	3,264
N.J. Personal Property Tax	30	30	30	30	30	30	180
Airline Fuel Committee Exp	3,000						3,000
TOTAL	$241,666	$230,868	$246,622	$248,592	$237,952	$249,312	$1,451,219
TOTAL PROJECTED COSTS	$967,609	$901,891	$929,100	$899,590	$901,240	$929,182	$5,528,602
FEE	42,091	39,232	40,416	39,132	39,204	40,419	240,494
CONTINGENCY*			75,000 *	75,000*			150,000
TOTAL BUDGET	$1,009,690	$941,123	$1,044,516	$1,013,722	$940,444	$969,601	$5,919,096

*(to be paid if actually incurred as "Actual Costs" under Article XII)

Initialled: For the Port Authority

Exhibit Z-88

EXHIBIT G-4

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") is about to enter into the foregoing attached Supplemental Agreement No. 10 (hereinafter referred to as the "Supplemental Agreement") to a certain Agreement bearing Port Authority designation AN-652 (which Agreement as heretofore amended and as further amended by the aforesaid Supplemental Agreement is hereinafter referred to as the "Agreement") with OGDEN ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter and in the Agreement referred to as the "Operator") which Agreement covers services to be performed by the Operator including the operation, maintenance and repair of facilities for the receipt, storage and distribution of aviation fuel at Newark International Airport.

WHEREAS, the Agreement imposes certain terms and conditions upon the Operator including the obligation of the Operator to procure and maintain with the Port Authority the Guaranty of Ogden Corporation guaranteeing to the Port Authority the performance by the Operator of all of the terms and conditions imposed upon the Operator by the Agreement; and

WHEREAS, OGDEN CORPORATION (hereinafter referred to as "the Guarantor"), a corporation of the State of Delaware having its principal place of business at Two Pennsylvania Plaza, New York, New York 10121, is the absolute and unconditional owner of all of the issued and outstanding voting shares of the capital stock of Ogden Allied Services Corporation, a corporation of the State of Delaware having its principal place of business at Two Pennsylvania Plaza, New York, N.Y. 10121; and

WHEREAS, said Ogden Allied Services Corporation is the absolute and unconditional owner of all the issued and outstanding voting shares of the capital stock of Ogden Allied Maintenance Corporation (formerly called Allied Maintenance Corporation), a corporation of the State of New York; and

WHEREAS, said Ogden Allied Maintenance Corporation (formerly called Allied Maintenance Corporation) is the absolute and unconditional owner of all the issued and outstanding voting shares of the capital stock of the Operator which was organized by and through the efforts of said Ogden Allied Maintenance Corporation and acquired by the Guarantor; and

*

WHEREAS, this Guaranty is made in connection with and incidental to the exercise by the Guarantor of its corporate rights, powers, privileges and franchises and in fulfillment of its corporate purposes and objects; and

WHEREAS, in order to induce the Port Authority to enter into and execute the Supplemental Agreement, the Guarantor has offered to absolutely and unconditionally guarantee the performance, fulfillment and observance by the Operator of all of the terms, provisions, covenants and conditions of the Agreement on the part of the Operator to be performed, fulfilled and observed; and

WHEREAS, the execution of the Supplemental Agreement by the Port Authority will inure to the benefit of and enhance, promote and develop the business of the Guarantor;

NOW, THEREFORE, for and in consideration of and as an inducement to the Port Authority to enter into and execute the Supplemental Agreement with the Operator, the Guarantor does hereby covenant and agree with the Port Authority as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that the Operator will duly, punctually and faithfully perform, fulfill and observe each and every term, provision, covenant and condition of the Agreement on the part of the Operator to be performed, fulfilled and observed.

2. The Guarantor hereby waives and dispenses with all notice of non-payment, non-observance, non-performance or non-fulfillment or proof of notice or demand to charge the Guarantor therefor and agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of any failure of the Port Authority to insist upon strict performance by the Operator under the Agreement or by the assertion by the Port Authority against the Operator of any of the rights or remedies reserved to the Port Authority under the provisions of the Agreement, or by the institution, prosecution, withdrawal, discontinuance or settlement of any judicial or other proceedings brought by the Port Authority against the Operator

3. The liability of the Guarantor hereunder shall in no way be affected by:

(a) The release or discharge of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(b) The impairment, limitation or modification of the liability of the Operator or its estate in bankruptcy, or of any remedy for the enforcement of the Operator's said liability under the Agreement, resulting from the operation of any present

or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Operator or its estate.

(c) The rejection or disaffirmance of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(d) Any disability or any defense of the Operator.

4. This Contract of Guaranty shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Agreement whether in accordance with the terms of the Agreement or by a separate or additional document, and notwithstanding any such renewal, modification or extension, whether or not the Guarantor has specifically consented to such renewal, modification or extension. The liability of the Guarantor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Guarantor's consent to any such renewal, modification or extension, notwithstanding that the Port Authority may have previously obtained such consent with respect to a prior renewal, modification or extension.

5. Acceptance of this Contract of Guaranty and reliance thereon by the Port Authority shall be evidenced by the execution of the Supplemental Agreement by the Port Authority without any further act or notice. If, for any reason, any part of the obligations of the Guarantor hereunder shall be held invalid or unenforceable, the balance of the said obligations shall nevertheless remain in full force and effect. Failure physically to attach a copy of the Agreement or the Supplemental Agreement to this Contract of Guaranty shall not void, alter or affect this Contract of Guaranty, or alter or amend the obligations of the Guarantor hereunder.

6. Effective as of the 1st day of May, 1988 this Guaranty shall be deemed to supersede and replace the Guaranty given by Ogden Allied Maintenance Corporation (formerly Allied Maintenance Corporation) to the Port Authority under the date of March 10, 1986 and guaranteeing the obligations of the Operator under the Agreement, provided, however, the execution and delivery of this Guaranty by the Guarantor shall not operate to relieve the said Ogden Allied Maintenance Corporation (formerly Allied Maintenance Corporation) from any obligation it may have under the Guaranty dated March 10, 1986 for any breaches, violations or omissions of the Operator occurring prior to May 1, 1988. The Guarantor expressly acknowledges that the said Guaranty of said Ogden Allied Maintenance Corporation (formerly Allied Maintenance Corporation) remained and continued in full force and effect during the extensions of the Agreement made prior to May 1, 1988, and that said Guaranty was among the obligations assumed by the Guarantor in its acquisition of said Ogden Allied Maintenance Corporation (formerly Allied Maintenance

Corporation).

This Guaranty shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Guarantor, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed and delivered to the Port Authority this Guaranty the day of , 1988.

ATTEST: OGDEN CORPORATION

_____
Secretary

By_____

(Title)_____ President
(Corporate Seal)

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

On the day of 1988, before me personally came , to me known who being by me duly sworn, did depose and say that he resides in ; that he is the President of Ogden Corporation, the corporation described in and which executed the foregoing instrument of Guaranty; that he well knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Boar of Directors of said Corporation; and that he signed his named thereto by like order.

(notarial seal and stamp)

OGDEN CORPORATION

Certification of Secretary

I, Secretary of OGDEN CORPORATION, a corporation of the State of Delaware, do hereby certify as follows:

1. Ogden Corporation is the unconditional and absolute owner of all the issued and outstanding voting shares of the capital stock of Ogden Allied Services Corporation, a corporation of the State of Delaware.

2. Ogden Allied Services Corporation is the absolute and unconditional owner of all the issued and outstanding voting shares of the capital stock of Ogden Allied Maintenance Corporation (formerly called Allied Maintenance Corporation), a corporation of the State of New York.

3. Ogden Allied Maintenance Corporation (formerly called Allied Maintenance Corporation) is the unconditional and absolute owner of all of the issued and outstanding voting shares of the capital stock of Ogden Allied Aviation Service Company of New Jersey, Inc. (formerly called Allied Aviation Service Company of New Jersey, Inc.), a corporation of the State of New Jersey.

4. That the following is a full, true and correct copy of Resolutions duly adopted by a unanimous vote of all of the Directors of Ogden Corporation present at a meeting of the Board of Directors held on the day of , 198 , duly called and held in accordance with law and the charter and by-laws of Ogden Corporation at which all members of the Board of Directors were present, and that the said Resolutions have not been altered or repealed, and are now in full force and effect:

"RESOLVED, that in order to induce The Port Authority of New York and New Jersey to enter into and execute the foregoing attached Supplemental Agreement No. 10 with Ogden Allied Aviation Service Company of New Jersey, Inc.(formerly called Allied Aviation Service Company of New Jersey, Inc.) covering amendments to certain terms and conditions of the Agreement, as defined in the attached Guaranty, this Corporation shall at all times during the effective period of the said Agreement, as the same may be extended, supplemented or amended, guarantee the obligations of said Ogden Allied Aviation Service Company of New Jersey, Inc. and the full, punctual and faithful performance of all of the terms, provisions, covenants and conditions to be performed,

fulfilled and observed by said Ogden Allied Aviation Service Company of New Jersey, Inc. under the said Agreement; and be it further

"RESOLVED, that in the judgment of the Board of Directors, this action will effectuate the purposes and objectives of this Corporation, and will inure to the benefit of and promote, enhance and develop the business and assets of this Corporation and will generally promote its best interests; and be it further

"RESOLVED, that the President or any Vice-President of this Corporation, be and each of them is hereby authorizec and directed to make, execute and deliver to the Port Authority on behalf of and in the name of this Corporation, a written Guaranty, guaranteeing the aforesaid obligations of said Ogden Allied Aviation Service Company of New Jersey, Inc. as set forth above; and be it further

"RESOLVED, that the officers of this Corporation and each of them are hereby authorized and directed to take such steps, execute such documents and perform such other acts and things on behalf of this Corporation as may be necessary or convenient for the purpose of effecting such Guaranty."

5. That the purpose of this certificate is to induce the Port Authority of New York and New Jersey to enter into the Supplemental Agreement No. 10 to the Agreement with Ogden Allied Aviation Service Company of New Jersey, Inc. as defined in the attached Guaranty, with the intent that the Port Authority of Nev York and New Jersey, its Commissioners, officers, agents and representatives, shall rely on the truth of the matters containec herein.

IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal hereto, this day of , 1988.

Secretary of OGDEN CORPORATION

(S E A L)

*

FORM XLD—Ack., N.J. 51380

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 1st day of July, 1988, before me, the subscriber, a notary public of New York, personally appeared Richard F. Klesh the ASSISTANT DIRECTOR OF AVIATION of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Jaqueline White
(Notarial seal and stamp)
JAQUELINE WHITE
NOTARY PUBLIC, State of New York
No. 4737769
Qualified in Suffolk County
Commission Expires March 30, 1992

STATE OF New York }
COUNTY OF New York } ss.

On this 28 day of June, 1988, before me, the subscriber, a notary public, personally appeared Joseph Braun the Vice President of OGDEN ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Sharon A. Harding
(Notarial seal and stamp)
SHARON A. HARDING
Notary Public, State of New York
No. 30-4792828
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Oct. 31, 1989

STATE OF }
COUNTY OF } ss.

Be it remembered that on this _____ day of _____, 19____, before me, the subscriber, a _____, personally appeared _____ who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

_____
(Notarial seal and stamp)

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

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 11

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of October 31, 1988, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and OGDEN ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (formerly named Allied Aviation Service Company of New Jersey, Inc. and hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985 and May 1, 1988 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, the parties desire to provide for an extension of the effective period of the Agreement and to amend the Agreement in certain respects:

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree, effective as of May 1, 1988, as follows:

1. The effective period of the Agreement is hereby extended to and including April 30, 1991, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement as heretofore amended shall be further amended to read as follows:

> "(3) four percent (4%) of the sum of items (1) and (2) above, up to a total of $25,000 for the period from May 1, 1988 to April 30, 1991; and".

3. Article XII of the Agreement as previously amended, is hereby further amended to read as follows:

(a) Paragraph (A) thereof shall be deemed amended to read as follows:

"(A) For purposes of this Agreement the Operator has submitted to the Port Authority projections of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder; such projections for each fiscal contract year during the period May 1, 1988 through April 30, 1991 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit Z:88A' and are hereinafter called 'the Projected Costs'; and such projections for each month of the fiscal contract year commencing May 1, 1988 and ending April 30, 1989 are also shown on Exhibit Z:88A (page 2) and said monthly breakdown of the Projected Costs are hereinafter called the 'monthly Projected Costs'. It is expressly understood and agreed that the Projected Costs set forth in said Exhibit Z:88A for the fiscal contract year commencing May 1, 1989 and ending April 30, 1990 (herein referred to as 'the 1989-90 contract year') and for the fiscal contract year commencing May 1, 1990 and ending April 30, 1991 (herein referred to as 'the 1990-91 contract year') shall be subject to further review and adjustment by the Port Authority as follows:

(i) With respect to the 1989-90 contract year, the Operator, on or before February 28, 1989 shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:88A for the 1989-90 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of the specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the respective year. With respect to the 1990-91 contract year, the Operator, on or before January 31, 1990, shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:88A for the 1990-91 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the respective year. In the event the Operator desires to revise the Projected Costs

for the 1989-90 contract year, or the 1990-91 contract year, as the case may be, it shall submit with the said notice its proposed projections of costs for the 1989-90 contract year, or the 1990-91 contract year as the case may be, in the same form as Exhibit Z:88A and with the exact same types of specified costs but with the desired revised amounts. The Operator shall also include with each of the aforesaid notices a monthly breakdown of the Projected Costs for the respective fiscal contract year in the same form as Exhibit Z:88A (page 2) showing both the breakdown of said Projected Costs as the same are set forth in Exhibit Z:88A (page 1) and also based on the proposed revisions thereto.

After its receipt of the Operator's notice, the Port Authority shall review the proposed projected costs for the 1989-90 contract year or the 1990-91 contract year, as the case may be, whether based on those set forth in Exhibit Z:88A or on proposed revisions submitted with the Operator's notice. In the said review of said projected costs, the Port Authority and the Operator agree to consult with each other in good faith, and, if appropriate, to meet to discuss possible adjustments to said proposed projected costs. The Operator shall have the right to present to the Port Authority all appropriate materials in support of the Operator's proposed revisions, the Port Authority agreeing to give a full and fair review to all such revisions and supporting materials provided the same are timely submitted during the period for Port Authority review as described herein.

No later than sixty (60) days after its receipt from the Operator of the aforesaid notice and after the Port Authority's aforesaid review has been completed, the Port Authority shall advise the Operator of the Port Authority's election:

(a) to continue with the Projected Costs for the 1989-90 contract year, or the 1990-91 contract year, as the case may be, as the same are set forth in Exhibit Z:88A;or

(b) to accept the proposed revisions as submitted by the Operator with its aforesaid notice; or

(c) to adjust the proposed revisions as submitted by the Operator with its aforesaid notice; or

(d) to adjust the Projected Costs as the same are set forth in Exhibit Z:88A for the said contract year (whether or not the Operator has submitted proposed revisions to said Projected Costs with its

aforesaid notice).

In the event the Port Authority elects to continue with the Projected Costs for the 1989-90 contract year as the same are set forth in Exhibit Z:88A, Exhibit Z:88A shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labelled as Exhibit Z:88A (page 3); and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 1989-90 contract year. In the event the Port Authority elects to continue with the Projected Costs for the 1990-91 contract year as the same are set forth in Exhibit Z:88A, Exhibit Z:88A shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs shall be attached to the Port Authority's notice and labelled as Exhibit Z:88A (page 4); and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 1990-91 contract year.

With respect to the 1989-90 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (b) above, or elects to make the adjustment pursuant to either item (c) or item (d) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labelled Exhibit Z:89A containing the new amounts for the 1989-90 contract year and which from and after May 1, 1989 shall be deemed to be substituted in lieu of Exhibit Z:88A attached hereto, but solely with respect to said year. With respect to the 1990-91 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (b) above, or elects to make the adjustment pursuant to either item (c) or item (d) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labelled Exhibit Z:90A containing the new amounts for the 1990-91 contract year and which from and after May 1, 1990 shall be deemed to be substituted in lieu of Exhibit Z:88A attached hereto, but solely with respect to said year.

(ii) It is understood and agreed that the Port Authority and the Operator in the above-provided review and adjustment procedure for determining the Projected

Costs for the 1989-90 and 1990-91 contract years shall consider the forecasts of estimated activities of the users of the System for each of the aforesaid contract years.

(iii) The term 'Projected Costs' as used in this Agreement shall be deemed to include the monthly Projected Costs with respect to the applicable fiscal contract year. With respect to the 1989-90 contract year and the 1990-91 contract year, in the event the Port Authority elects items (b), (c) or (d) above, the terms 'Projected Costs' and 'monthly Projected Costs' as used in this Agreement shall mean the projection of specified costs as shall be set forth in the revised and relabelled Exhibit Z:88A attached to the Port Authority's notice for the respective contract year as described above.

(iv) Copies of the notices described in subparagraph (i) above may also be sent by the Port Authority to each of the Airline Lessees (as said term is defined in Article XXV hereof)."

(b) Paragraph (B)(3) of the said Article XII of the Agreement is hereby amended as follows:

(i) All references to "Exhibit Z" therein shall be deemed amended to read "Exhibit Z:88A".

(ii) All references therein to "the 1986-87 contract year" shall be deemed amended to read "the 1989-90 contract year".

(iii) All references therein to "the 1987-88 contract year" shall be deemed amended to read "the 1990-91 contract year".

(c) Paragraph (C)(2) of said Article XII is hereby amended as follows:

(i) The references to "Exhibit Z" in the first and second subparagraphs thereof shall be deemed amended to read "Exhibit Z:88A".

(ii) The third subparagraph of said Paragraph (C) (2) shall be deemed amended to read as follows:

" The said monthly statement shall also set forth the monthly Projected Costs for the month in which the statement is submitted (hereinafter referred to as 'the monthly Projected Costs for the current month') based on the said Exhibit Z:88A and, in the event said Exhibit is revised for the 1989-90 or 1990-91 contract years in

accordance with the above provisions, based on the revised version or versions of said Exhibit Z:88A."

(d) Paragraph (D) of said Article XII is hereby amended as follows: The words "Exhibit Z" appearing in item (a)(iii) thereof shall be deemed amended to read "Exhibit Z:88A".

(e) Paragraph (E) of said Article XII shall be deemed amended to read as follows:

"(E) For the fiscal contract year commencing May 1, 1988 and expiring April 30, 1989 the Operator's management fee shall be at the rate of 4.35% of the Projected Costs set forth in Exhibit Z:88A for the said year. For the fiscal contract year commencing May 1, 1989 and expiring April 30, 1990 the Operator's management fee shall be at the rate of 4.35% of the Projected Costs set forth in Exhibit Z:88A, or as shall be set forth in the revised Exhibit Z:88A in the event the Projected Costs for said year are adjusted as provided in and pursuant to Paragraph (A) hereof. For the fiscal contract year commencing May 1, 1990 and expiring April 30, 1991 the Operator's management fee shall be at the rate of 4.35% of the Projected Costs set forth in Exhibit Z:88A, or as shall be set forth in the revised Exhibit Z:88A in the event the Projected Costs for said year are adjusted as provided in and pursuant to Paragraph (A) hereof. For each of the fiscal contract years during the period commencing May 1, 1988 and ending April 30, 1991 the said Operator's fee shall be paid in monthly installments by applying the aforesaid rate to the monthly Projected Costs for the current month as set forth in the Operator's monthly statements as above set forth. Notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that the Operator's fee for each fiscal contract year during the term hereof shall not in any event exceed the amounts produced by the application of the foregoing rate to the said Projected Costs."

(f) Paragraph (G) of said Article XII is hereby amended as follows: The words "Exhibit Z" appearing on the eighth line thereof shall be deemed amended to read "Exhibit Z:88A".

(g) Paragraph (H) of said Article XII of the Agreement is hereby amended as follows: The words "Exhibit Z" appearing on the ninth line thereof shall be deemed amended to read "Exhibit Z:88A".

4. The Operator has supported its performance under the Agreement with a contract of guaranty executed by its overall parent company Ogden Corporation. The parties now desire to

provide for a new Contract of Guaranty and, accordingly, Article XXXII of the Agreement, as previously amended, shall be further amended to read as follows:

"Article XXXII Contract of Guaranty

It is recognized that the Operator is a wholly-owned subsidiary of Ogden Allied Maintenance Corporation (formerly called Allied Maintenance Corporation), that said Ogden Allied Maintenance Corporation is a wholly-owned subsidiary of Ogden Allied Services Corporation and that Ogden Allied Services Corporation is a wholly-owned subsidiary of Ogden Corporation. The Operator shall procure and at all times during the effective period of the Agreement maintain in full force and effect an Agreement of Guaranty executed by said Ogden Corporation wherein and whereby Ogden Corporation absolutely and unconditionally guarantees that the Operator will faithfully perform and fulfill everything on its part to be performed and fulfilled under the Agreement and any amendments and/or supplements thereto. Such Guaranty of Ogden Corporation shall be in the form attached hereto and marked 'Exhibit G-5'. It is hereby expressly understood and agreed that in the event there is a change in the said relationship of the Operator and the said companies as a result of which the Operator is not owned either directly or indirectly by the said companies, the Port Authority may require the Operator to substitute other forms of security and the Operator shall promptly comply with such requirement."

5. There shall be deemed added at the end of Paragraph (1) of Article IX of the Agreement the following:

"Title to the said other equipment the cost of which has been fully amortized through payments to the Operator pursuant to Article XII hereof shall vest in the Port Authority as of the date of the final amortization payments with respect thereto without the execution of any further instrument by the Operator, provided, however, the Operator agrees that it shall execute and deliver promptly to the Port Authority such instrument or instruments as the Port Authority may deem necessary or desirable in connection with the transfer of title of said other equipment to the Port Authority; the foregoing shall not release or relieve the Operator from its obligations to keep and maintain said equipment as hereinbefore provided".

6. Article XX of the Agreement, as previously amended, is hereby further amended as follows: the following new sentence shall be deemed added at the end thereof:

> "It is specifically understood and agreed that the Port Authority shall not be responsible for and nothing herein shall obligate or be deemed to obligate the Port Authority to make any payment to the Operator of, or to include in any of the payments called for under this Agreement, any amount for or on account of severance pay arising out of, related to or resulting from the expiration of this Agreement or the non-extension or non-renewal thereof after the expiration date thereof."

7. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Articles V and XX.

8. By executing this Eleventh Supplemental Agreement the Operator and each person signing on behalf of the Operator certifies that the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred or otherwise disqualified from bidding on contracts by any governmental agency; and (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction.

The foregoing certification as to "(a)", "(b)" and "(c)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Eleventh Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Eleventh Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.).

9. By executing this Eleventh Supplemental Agreement the Operator and each person signing on behalf of the Operator certifies, (a) the Operator has not made any offers or agreements or taken any other action with respect to any 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 promulgated by the Port Authority on March 17, 1980 (a copy of which is available upon request) nor does the Operator have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said Code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Eleventh Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certification as to "(a)" and "(b)", shall be deemed to have been made as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Eleventh Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Eleventh Supplemental Agreement.

The Operator is advised that knowingly providing a false certification pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g., New York Penal Law, Sections 175.30 et seq.).

10. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private

remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

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

12. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

13. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

Karen S. Ellerhouse
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) ASSISTANT DIRECTOR OF AVIATION

(Seal)

ATTEST:

Secretary

OGDEN ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By _____

(Title) Vice President

(Corporate Seal)

OGDEN ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

NEWARK INTERNATIONAL AIRPORT

PROJECTION FOR PERIOD 5/1/88 TO 4/30/91

	FISCAL CONTRACT TERM 5/1/88 TO 4/30/89	FISCAL CONTRACT TERM 5/1/89 TO 4/30/90	FISCAL CONTRACT TERM 5/1/89 TO 4/30/91
GROSS PAYROLL	$ 6,395,901	$ 6,806,839	$ 7,147,181
PAYROLL RELATED			
F.I.C.A.	$ 480,333	$ 514,597	$ 546,759
State Unemployment Ins. N.J.	66,065	72,833	76,475
Fed. Unemployment Ins.	17,819	20,717	21,495
N.J. Disability Insurance	14,969	16,336	17,153
City of Newark Payroll Taxes	47,936	51,051	53,604
Worker's Compensation	304,564	339,661	376,656
Union Welfare & Pension	604,129	662,986	696,135
Supvrs. Welfare & Pension	229,250	231,433	243,004
Comprehensive 3-C Bond	1,800	1,800	1,800
TOTAL PAYROLL RELATED	$ 1,766,865	$ 1,911,414	$ 2,033,081
TOTAL LABOR COST	$ 8,162,766	$ 8,718,253	$ 9,180,262
OTHER COST			
Equipment Depreciation--Art. IX, Par (1)	65,400	178,300	$ 350,300
Int Exp Above 6% Bldgs. - Art. VIII Par. (f)	55,602	51,255	46,908
Space Rent	13,200	13,200	13,200
Mtrls & Sups (Non Reimbursable Consummables)	2,168,700	2,255,448	2,345,666
Ground Liability Ins. - Art. XIII	377,760	466,980	536,190
Ins. Petroleum Stock - Art. XIII	18,664	19,224	19,800
Equip Floater Ins. - Art. IX, Par. (p)	129,300	139,400	145,600
Fire Ins. on System - Art. XIII	96,087	98,969	101,938
Boiler & Machinery Ins. - Art. XIII	6,526	6,722	6,924
N.J. Personal Property Tax	360	360	360
Airline Fuel Committee Exp	5,000	20,000	20,000
TOTAL	$ 2,936,619	$ 3,249,858	$ 3,586,886
TOTAL PROJECTED COSTS	$11,099,385	$11,968,111	$12,767,148
FEE	$ 482,822	$ 520,613	$ 555,371
CONTINGENCY*	150,000	-0-	-0-
TOTAL BUDGET	$11,732,207	$12,488,724	$13,322,519

*(to be paid if actually incurred as "Actual Costs" under Article XII)

Initialled:

For The Port Authority

For The Operator

August 17, 1988

Exhibit Z:88A

(Page 1)

MOTEN ALLIED SERVICE COMPANY OF NEW JERSEY, INC
NEWARK INTERNATIONAL AIRPORT

PROJECTION FOR PERIOD 5/1/88 TO 4/30/89

AUGUST 1988	SEPTEMBER 1988	OCTOBER 1988	NOVEMBER 1988	DECEMBER 1988	JANUARY 1989	FEBRUARY 1989	MARCH 1989	APRIL 1989	TOTAL COST
$516.139	$524.295	$537.305	$538.941	$551.971	$561.528	$482.887	$531.273	$5[illegible]8.485	$6.395.991
28,762	38,375	40,352	40,325	41,445	42,171	36,265	39,898	38,937	$489,333
1,374	1,217	1,272	1,299	1,300	12,469	10,244	11,079	10,890	$66,065
765	622	633	636	639	3,835	2,945	3,300	2,6[illegible]	$17,819
534	543	556	562	564	2,195	2,403	2,661	2,592	$14,969
3,871	3,932	4,030	4,080	4,072	4,212	3,622	3,985	3,889	$47,936
24,587	24,470	25,173	25,044	26,128	26,959	23,488	25,738	25,730	$304,564
50,198	50,744	52,041	50,199	49,208	51,700	46,434	48,927	43,389	$604,129
17,633	18,145	18,558	20,217	21,646	21,076	18,979	21,220	19,356	$229,250
150	150	150	150	150	150	150	150	150	$1,800
137,859	138,993	142,565	142,292	145,264	166,167	143,030	157,798	147,811	$1,765,865
653,998	663,288	679,870	679,239	697,185	721,695	625,917	689,071	646,276	$8,162,786
3,617	3,617	3,487	3,487	3,487	8,022	8,022	8,022	8,022	$65,480
4,709	4,579	4,649	4,618	4,588	4,558	4,528	4,498	4,461	$55,602
1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	$13,200
182,680	176,600	182,800	178,600	187,100	187,100	170,200	185,300	176,500	$2,168,100
27,590	30,970	32,250	31,440	32,390	32,480	30,210	33,040	32,200	$377,780
1,555	1,555	1,555	1,555	1,555	1,555	1,555	1,555	1,559	$18,664
10,850	10,850	10,850	10,850	10,850	10,850	10,850	10,850	10,850	$129,300
8,007	8,007	8,007	8,007	8,007	8,007	8,007	8,007	8,010	$96,081
544	544	544	544	544	544	544	544	542	$6,526
30	30	30	30	30	30	30	30	30	$360
					2,800				$5,800
$245,592	$237,952	$249,312	$244,231	$253,651	$256,246	$235,046	$252,946	$243,280	$2,936,619
$899,590	$901,240	$929,182	$923,470	$950,836	$983,941	$860,963	$942,017	$909,556	$11,099,385
39,132	38,204	40,419	40,171	41,361	42,881	37,452	40,978	39,565	$482,022
75,000									$150,000
$1,013,722	$940,444	$969,601	$963,641	$992,197	$1,026,742	$898,415	$982,995	$949,121	$11,732,207

Initialled:

For The Port Authority

For The Operator

Exhibit Z:88A
(Page 2)

EXHIBIT G-5

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") is about to enter into the foregoing attached Supplemental Agreement No. 11 (hereinafter referred to as the "Supplemental Agreement") to a certain Agreement bearing Port Authority designation AN-652 (which Agreement as heretofore amended and as further amended by the aforesaid Supplemental Agreement is hereinafter referred to as the "Agreement") with OGDEN ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter and in the Agreement referred to as the "Operator") which Agreement covers services to be performed by the Operator including the operation, maintenance and repair of facilities for the receipt, storage and distribution of aviation fuel at Newark International Airport.

WHEREAS, the Agreement imposes certain terms and conditions upon the Operator including the obligation of the Operator to procure and maintain with the Port Authority the Guaranty of Ogden Corporation guaranteeing to the Port Authority the performance by the Operator of all of the terms and conditions imposed upon the Operator by the Agreement; and

WHEREAS, OGDEN CORPORATION (hereinafter referred to as "the Guarantor"), a corporation of the State of Delaware having its principal place of business at Two Pennsylvannia Plaza, New York, New York 10121, is the absolute and unconditional owner of all of the issued and outstanding voting shares of the capital stock of Ogden Allied Services Corporation, a corporation of the State of Delaware having its principal place of business at Two Pennsylvannia Plaza, New York, New York 10121; and

WHEREAS, said Ogden Allied Services Corporation is the absolute and unconditional owner of all the issued and outstanding voting shares of the capital stock of Ogden Allied Maintenance Corporation (formerly called Allied Maintenance Corporation), a corporation of the State of New York; and

WHEREAS, said Ogden Allied Maintenance Corporation (formerly called Allied Maintenance Corporation) is the absolute and unconditional owner of all the issued and outstanding voting shares of the capital stock of the Operator which was organized by and through the efforts of said Ogden Allied Maintenance Corporation and acquired by the Guarantor; and

WHEREAS, this Guaranty is made in connection with and incidental to the exercise by the Guarantor of its corporate rights, powers, privileges and franchises and in fulfillment of its corporate purposes and objects; and

WHEREAS, in order to induce the Port Authority to enter into and execute the Supplemental Agreement, the Guarantor has offered to absolutely and unconditionally guarantee the performance, fulfillment and observance by the Operator of all of the terms, provisions, covenants and conditions of the Agreement on the part of the Operator to be performed, fulfilled and observed; and

WHEREAS, the execution of the Supplemental Agreement by the Port Authority will inure to the benefit of and enhance, promote and develop the business of the Guarantor;

NOW, THEREFORE, for and in consideration of and as an inducement to the Port Authority to enter into and execute the Supplemental Agreement with the Operator, the Guarantor does hereby covenant and agree with the Port Authority as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that the Operator will duly, punctually and faithfully perform, fulfill and observe each and every term, provision, covenant and condition of the Agreement on the part of the Operator to be performed, fulfilled and observed.

2. The Guarantor hereby waives and dispenses with all notice of non-payment, non-observance, non-performance or non-fulfillment or proof of notice or demand to charge the Guarantor therefor and agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of any failure of the Port Authority to insist upon strict performance by the Operator under the Agreement or by the assertion by the Port Authority against the Operator of any of the rights or remedies reserved to the Port Authority under the provisions of the Agreement, or by the institution, prosecution, withdrawal, discontinuance or settlement of any judicial or other proceedings brought by the Port Authority against the Operator.

3. The liability of the Guarantor hereunder shall in no way be affected by:

(a) The release or discharge of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(b) The impairment, limitation or modification of the liability of the Operator or its estate in bankruptcy, or of any remedy for the enforcement of the Operator's said liability under the Agreement, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Operator or its estate.

(c) The rejection or disaffirmance of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(d) Any disability or any defense of the Operator.

4. This Contract of Guaranty shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Agreement whether in accordance with the terms of the Agreement or by a separate or additional document, and notwithstanding any such renewal, modification or extension, whether or not the Guarantor has specifically consented to such renewal, modification or extension. The liability of the Guarantor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Guarantor's consent to any such renewal, modification or extension, notwithstanding that the Port Authority may have previously obtained such consent with respect to a prior renewal, modification or extension.

5. Acceptance of this Contract of Guaranty and reliance thereon by the Port Authority shall be evidenced by the execution of the Supplemental Agreement by the Port Authority without any further act or notice. If, for any reason, any part of the obligations of the Guarantor hereunder shall be held invalid or unenforceable, the balance of the said obligations shall nevertheless remain in full force and effect. Failure physically to attach a copy of the Agreement or the Supplemental Agreement to this Contract of Guaranty shall not void, alter or affect this Contract of Guaranty, or alter or amend the obligations of the Guarantor hereunder.

6. Effective as of the 1st day of November, 1988 this Guaranty shall be deemed to supersede and replace the Guaranty given by Ogden Corporation to the Port Authority under the date of July 11, 1988 and guaranteeing the obligations of the Operator under the Agreement, provided, however, the execution and delivery of this Guaranty by the Guarantor shall not operate to relieve the said Ogden Corporation from any obligation it may have under the Guaranty dated July 11, 1988 for any breaches, violations or omissions of the Operator occurring prior to November 1, 1988. The Guarantor expressly acknowledges that the said Guaranty of said Ogden Corporation remained and continued in full force and effect during any and all extensions of the Agreement made prior to November 1, 1988.

This Guaranty shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Guarantor, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed and delivered to the Port Authority this Guaranty the day of , 1988.

ATTEST: OGDEN CORPORATION

_____ By_____
Secretary

(Title) President
(Corporate Seal)

AN652-11

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

On the day of 1988, before me personally came , to me known who being by me duly sworn, did depose and say that he resides in ; that he is the President of Ogden Corporation, the corporation described in and which executed the foregoing instrument of Guaranty; that he well knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he signed his named thereto by like order.

(notarial seal and stamp)

OGDEN CORPORATION

Certification of Secretary

I, Secretary of OGDEN CORPORATION, a corporation of the State of Delaware, do hereby certify as follows:

1. Ogden Corporation is the unconditional and absolute owner of all the issued and outstanding voting shares of the capital stock of Ogden Allied Services Corporation, a corporation of the State of Delaware.

2. Ogden Allied Services Corporation is the absolute and unconditional owner of all the issued and outstanding voting shares of the capital stock of Ogden Allied Maintenance Corporation (formerly called Allied Maintenance Corporation), a corporation of the State of New York.

3. Ogden Allied Maintenance Corporation (formerly called Allied Maintenance Corporation) is the unconditional and absolute owner of all of the issued and outstanding voting shares of the capital stock of Ogden Allied Aviation Service Company of New Jersey, Inc. (formerly called Allied Aviation Service Company of New Jersey, Inc.), a corporation of the State of New Jersey.

4. That the following is a full, true and correct copy of Resolutions duly adopted by a unanimous vote of all of the Directors of Ogden Corporation present at a meeting of the Board of Directors held on the day of , 198 , duly called and held in accordance with law and the charter and by-laws of Ogden Corporation at which all members of the Board of Directors were present, and that the said Resolutions have not been altered or repealed, and are now in full force and effect:

"RESOLVED, that in order to induce The Port Authority of New York and New Jersey to enter into and execute the foregoing attached Supplemental Agreement No. 11 with Ogden Allied Aviation Service Company of New Jersey, Inc.(formerly called Allied Aviation Service Company of New Jersey, Inc.) covering amendments to certain terms and conditions of the Agreement, as defined in the attached Guaranty, this Corporation shall at all times during the effective period of the said Agreement, as the same may be extended, supplemented or amended, guarantee the obligations of said Ogden Allied Aviation Service Company of New Jersey, Inc. and the full, punctual and faithful performance of all of the terms, provisions, covenants and conditions to be performed, fulfilled and observed by said Ogden Allied Aviation Service Company of New Jersey, Inc. under the said Agreement; and be it further

"RESOLVED, that in the judgment of the Board of Directors, this action will effectuate the purposes and objectives of this Corporation, and will inure to the benefit of and promote, enhance and develop the business and assets of this Corporation and will generally promote its best interests; and be it further

"RESOLVED, that the President or any Vice-President of this Corporation, be and each of them is hereby authorized and directed to make, execute and deliver to the Port Authority on behalf of and in the name of this Corporation, a written Guaranty, guaranteeing the aforesaid obligations of said Ogden Allied Aviation Service Company of New Jersey, Inc. as set forth above; and be it further

"RESOLVED, that the officers of this Corporation and each of them are hereby authorized and directed to take such steps, execute such documents and perform such other acts and things on behalf of this Corporation as may be necessary or convenient for the purpose of effecting such Guaranty."

5. That the purpose of this certificate is to induce the Port Authority of New York and New Jersey to enter into the Supplemental Agreement No. 11 to the Agreement with Ogden Allied Aviation Service Company of New Jersey, Inc. as defined in the attached Guaranty, with the intent that the Port Authority of New York and New Jersey, its Commissioners, officers, agents and representatives, shall rely on the truth of the matters contained herein.

IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal hereto, this day of , 1988.

_____
Secretary of OGDEN CORPORATION

(S E A L)

FORM XLD—Ack., N.J. 51380

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On this 15th day of November, 1988, before me, the subscriber, a notary public of New York, personally appeared Richard F. Keeal the Assistant Director, ... of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Jacqueline White
(notarial seal and stamp)

JACQUELINE WHITE
NOTARY PUBLIC, State of New York
No. 4737769
Qualified in Suffolk County
Commission Expires March 30, 1989

STATE OF New York
COUNTY OF Kings } ss.

On this 4 day of Nov, 1988, before me, the subscriber, a NOTARY PUBLIC, personally appeared J. W. BROWN JR the VICE President of OGDEN ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

(VALENTINE)

Marion J. Caporlingua (Valentine)
(notarial seal and stamp)

MARION J. CAPORLINGUA (VALENTINE)
Notary Public State of New York
No. 24-4776316
Certified in Kings County
Commission Expires ~~March 30, 1990~~ Oct 31, 1990

STATE OF
COUNTY OF } ss.

Be it remembered that on this _____ day of _____, 19____, before me, the subscriber, a _____, personally appeared _____ who I am satisfied is the person named in and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

_____
(notarial seal and stamp)

AN652-12A

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

AVIATION DEPT.
FILECOPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 12

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 1, 1991, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (formerly named Ogden Allied Aviation Service Company of New Jersey, Inc. and hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985, May 1, 1988 and October 31, 1988 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark Internation l Airport; and

WHEREAS, the parties desire to provide for an extension of the effective period of the Agreement and to amend the Agreement in certain respects:

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree, effective as of May 1, 1991, as follows:

1. The effective period of the Agreement is hereby extended to and including October 31, 1991, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement as heretofore amended shall be further amended to read as follows:

"(3) Four percent (4%) of the sum of items (1) and (2) above, up to a total of $25,000 for the period

from May 1, 1991 to October 31, 1991; and".

3. (a) For purpose of this Agreement and the six-month extension under this Supplement No. 12, the Operator has submitted to the Port Authority the Operator's projections of specified costs of operating and maintaining the System and of performing other obligations and services hereunder for the said six-month extension period from May 1, 1991 to October 31, 1991 (said extension period being hereinafter referred to as the "six-month extension period"); said projections for the six-month extension period are shown on the Exhibit attached hereto, hereby made a part hereof and marked "Exhibit Z-91". It is understood and agreed that Exhibit Z-91 shall constitute the Operator's "Projected Costs" for the six month extension period, and that the term "Projected Costs" as used in Article XII of the Agreement shall mean, solely with respect the six-month extension period, the aforesaid projections including the monthly Projected Costs for the six-month extension period shown on Exhibit Z-91; and further, that Exhibit Z-91 shall be deemed to be substituted in lieu of Exhibit Z:90A of the Agreement, but solely with respect to the six-month extension period, and all references to Exhibit Z or Z:90A shall be deemed to be references to Exhibit Z-91 solely with respect to the six-month extension period. It is further understood and agreed that for purposes of the six-month extension period "Actual Costs" as defined in Paragraph (C)(2) of Article XII of the Agreement shall mean the Operator's Actual Costs with respect to each month of the six-month extension period. It is understood and agreed that the Operator shall submit the "Operator's monthly statement" called for under and in accordance with Paragraph (C) of Article XII of the Agreement for each month of the six-month extension period, and that Exhibit Z-91 and the Projected Costs and Monthly Projected Costs as shown thereon and the "Actual Costs", as aforesaid, shall be used in determining the payments to be made to the Operator for the six-month extension period, and that said payments are to be made to the Operator under and in accordance with Article XII of the Agreement.

(b) Paragraph E of Article XII of the Agreement, as previously amended, is hereby further amended by adding at the end thereof the following:

> "For the six-month extension period of this Agreement commencing May 1, 1991 and expiring October 31, 1991 the Operator's management fee shall be at the rate of 4.35% of the Projected Costs set forth in Exhibit Z-91 attached to Supplement No. 12 of the Agreement. For the said six-month extension period the said Operator's fee shall be paid in monthly installments by applying the aforesaid rate to the monthly Projected Costs for the current month set forth in the Operator's monthly statements. Notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that the Operator's fee for the said

six-month extension period shall not in any event exceed the amounts produced by the application of the foregoing rate to the said Projected Costs."

4. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Articles V and XX of the Agreement.

5. By executing this Supplemental Agreement No. 12 the Operator and each person signing on behalf of the Operator certifies that the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred or otherwise disqualified from bidding on contracts by any governmental agency; and (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction.

The foregoing certification as to "(a)", "(b)" and "(c)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement No. 12 and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement No. 12. The Operator is advised that knowingly providing a false certification 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.).

6. By executing this Supplemental Agreement No. 12 the Operator and each person signing on behalf of the Operator certifies, (a) the Operator has not made any offers or agreements or taken any other action with respect to any 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 promulgated by the Port Authority on March 17, 1980 (a copy of which is available upon request) nor does the Operator have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating

either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said Code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Supplemental Agreement No. 12 on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certification as to "(a)" and "(b)", shall be deemed to have been made as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement No. 12 and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement No. 12.

The Operator is advised that knowingly providing a false certification pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g., New York Penal Law, Sections 175.30 et seq.).

7. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement No. 12 and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement No. 12 by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

8. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be

charged personally by the Operator with any liability, or held liable to it under any term or provision of the Agreement and this Supplemental Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

9. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

10. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) ASSISTANT DIRECTOR OF AVIATION

(Seal)

ATTEST:

Secretary

OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) Vice - President

(Corporate Seal)

CONSENTED AND AGREED:

OGDEN CORPORATION (as Guarantor pursuant to a Contract of Guaranty dated November 8, 1988 hereby consents and agrees to the terms of the Agreement as supplemented and amended by this Supplemental Agreement.

By

(Title) Vice President

(Corporate Seal)

APPROVED:

FORM	TERMS

OGDEN AVIATION SERVICE COMPANY OF NJ, INC.
NEWARK INTERNATIONAL AIRPORT
PROJECTION FOR PERIOD - 5/1/91 TO 10/31/91

	MAY 1991	JUNE 1991	JULY 1991	AUGUST 1991	SEPTEMBER 1991	OCTOBER 1991	TOTAL
ROSS PAYROLL	$598,559	$545,591	$623,036	$587,698	$600,377	$623,167	$3,578,428
'AYROLL RELATED:							
.I.C.A	45,790	41,738	47,662	44,959	45,929	47,672	$273,750
:tate Unemployment Ins. N.J.	14,365	13,094	6,230	5,877	3,602	3,739	$46,908
'ed. Unemployment Ins.	910	829	947	893	913	947	$5,439
I.J. Disability Insurance	2,993	2,728	779	735	750	779	$8,764
:ity of Newark Payroll Taxes	5,986	5,456	6,230	5,877	6,004	6,232	$35,784
Vorker's Compensation	29,030	26,461	30,217	28,503	29,118	30,224	$173,554
Union Welfare & Pension	76,702	76,702	76,702	76,702	76,702	77,133	$460,643
Supvrs. Welfare & Pension	31,826	28,956	31,826	29,927	30,793	31,826	$185,153
Comprehensive 3-C Bond	158	158	158	158	158	159	$949
TOTAL PAYROLL RELATED	$207,759	$196,122	$200,752	$193,631	$193,970	$198,710	$1,190,944
TOTAL LABOR COST	$806,318	$741,713	$823,788	$781,329	$794,347	$821,877	$4,769,372
OTHER COST:							
Equipment Depreciation	$0	$0	$0	$3,636	$6,761	$10,632	$21,029
Int Exp Above 6% Bldgs - Art.VIII Par(f)	3,713	3,683	3,652	3,622	3,592	3,562	$21,824
Space Rent	0	0	0	0	0	0	$0
Mtrls & Sups (Non Reimbursable Consummables)	200,500	211,600	230,050	233,700	248,500	237,750	$1,362,100
Ground Liability Ins. - Art. XIII	27,354	27,072	32,076	32,886	31,752	31,914	$183,054
Ins. Petroleum Stock - Art. XIII	2,000	2,000	2,000	2,000	2,000	2,000	$12,000
Equip Floater Ins. - Art. IX. Par. (p)	11,165	11,165	11,165	11,165	11,165	11,165	$66,990
Fire Ins. on System - Art. XIII	7,340	7,340	7,340	7,340	7,340	7,340	$44,040
Boiler & Machinery Ins. - Art. XIII	528	528	528	528	528	528	$3,168
N.J. Personal Property Tax	30	30	30	30	30	30	$180
Airline Fuel Committee Exp	5,000	0	0	0	0	0	$5,000
TOTAL	$257,630	$263,418	$286,841	$294,907	$311,668	$304,921	$1,719,385
TOTAL PROJECTED COST	$1,063,948	$1,005,131	$1,110,629	$1,076,236	$1,106,015	$1,126,798	$6,488,757
FEE	$46,282	$43,723	$48,312	$46,816	$48,112	$49,016	$282,261
CONTINGENCY*			$75,000	$75,000			$150,000
TOTAL BUDGET	$1,110,230	$1,048,854	$1,233,941	$1,198,053	$1,154,126	$1,175,814	$6,921,018

*(to be paid if actually incurred as "Actual Costs" under Article XII)

Exhibit 2-91

Initialled:

For the Port Authority

For the Operator

Form B - Acknowledgment (N.J.); 62472

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

On this 17 day of June, 1991, before me, the subscriber, a notary public of New York, personally appeared Fitz Brazell the Asst. Dir. of Accounts of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of The Port Authority of New York and New Jersey, made by virtue of the authority of its Board of Commissioners.

Jacqueline Ilita
(notarial seal and stamp)
Notary Public, State of New York
No. 4727769
Qualified in Suffolk County
Commission Expires May 31, 1993

STATE OF N.Y.)
) ss.
COUNTY OF N.Y.)

On this 31st day of MAY, 1991, before me, the subscriber, a NOTARY PUBLIC, personally appeared JOHN W BAUKNECHT, (the VICE PRESIDENT of OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.) who I am satisfied is the person who has (executed) (signed) the within instrument, and, I having first made known to (him) (her) the contents thereof, (s)he did acknowledge that (s)he signed, sealed (with the corporate seal) and delivered the same as (his) (her) (voluntary act and deed, for the uses and purposes therein expressed) (such officer aforesaid and that the within instrument is the voluntary act and deed of SUCH CORPORATION made by virtue of the authority of its board of directors) (individually and as general partner of).

(notarial seal and stamp)

RUSSELL H. MALLON JR
NOTARY PUBLIC, State of New York
No. 4754275 N.Y.
Qualified in Suffolk County
Commission Expires March 30, 1992 Nov 91

STATE OF N.Y.)
) ss.
COUNTY OF N.Y.)

On this 31st day of MAY, 1991, before me, the subscriber, JOHN A DEGEN, personally appeared ROBERT DICIA, (the VICE-PRESIDENT of OGDEN CORPORATION) who I am satisfied is the person who has (executed) (signed) the within instrument, and, I having first made known to (him) (her) the contents thereof, (s)he did acknowledge that (s)he signed, sealed (with the corporate seal) and delivered the same as (his) (her) (voluntary act and deed, for the uses and purposes therein expressed) (such officer aforesaid and that the within instrument is the voluntary act and deed of SUCH CORPORATION made by virtue of the authority of its board of directors) (individually and as general partner of).

JOHN A. DEGEN
Notary Public, State of New York
No 4947058
Qualified in New York County
Commission Expires Feb 13, 1993

(notarial seal and stamp)

AN652-13

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

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 13

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of October 31, 1991, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (formerly named Ogden Allied Aviation Service Company of New Jersey, Inc. and hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985, May 1, 1988, October 31, 1988 and May 1, 1991 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, the parties desire to provide for an extension of the effective period of the Agreement and to amend the Agreement in certain respects:

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree, effective as of May 1, 1991, as follows:

1. The effective period of the Agreement is hereby extended to and including April 30, 1994, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement as heretofore amended is hereby further amended to read as follows:

> "(3) Four percent (4%) of the sum of items (1) and (2) above, up to a total of $45,000 for the period from May 1, 1991 to April 30, 1994 but in no event to exceed a total of $15,000 in any fiscal contract year during said period; and".

3. Article XII of the Agreement as previously amended, is hereby further amended to read as follows:

(a) Paragraph (A) thereof shall be deemed amended to read as follows:

"(A) For purposes of this Agreement the Operator has submitted to the Port Authority projections of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder; such projections for each fiscal contract year during the period May 1, 1991 through April 30, 1994 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit Z:91A' and are hereinafter called 'the Projected Costs'; and such projections for each month of the fiscal contract year commencing May 1, 1991 and ending April 30, 1992 are also shown on Exhibit Z:91A (page 2) and said monthly breakdown of the Projected Costs are hereinafter called the 'monthly Projected Costs'. It is expressly understood and agreed that the Projected Costs set forth in said Exhibit Z:91A for the fiscal contract year commencing May 1, 1992 and ending April 30, 1993 (herein referred to as 'the 1992-93 contract year') and for the fiscal contract year commencing May 1, 1993 and ending April 30, 1994 (herein referred to as 'the 1993-94 contract year') shall be subject to further review and adjustment by the Port Authority as follows:

(i) With respect to the 1992-93 contract year, the Operator, on or before February 28, 1992 shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:91A for the 1992-93 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of the specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year. With respect to the 1993-94 contract year, the Operator, on or before January 31, 1993, shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:91A for the 1993-94 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year. In the event the Operator desires to revise the Projected Costs for the 1992-93 contract year or the 1993-94 contract year, as the case may be, it shall submit

with the said notice its proposed projections of costs for the 1992-93 contract year or the 1993-94 contract year, as the case may be, in the same form as Exhibit Z:91A and with the exact same types of specified costs but with the desired revised amounts. The Operator shall also include with each of the aforesaid notices a monthly breakdown of the Projected Costs for the respective fiscal contract year in the same form as Exhibit Z:91A (page 2) showing both the breakdown of said Projected Costs as the same are set forth in Exhibit Z:91A (page 1) and also based on the proposed revisions thereto.

After its receipt of the Operator's notice, the Port Authority shall review the proposed projected costs for the 1992-93 contract year or the 1993-94 contract year, as the case may be, whether based on those set forth in Exhibit Z:91A or on proposed revisions submitted with the Operator's notice. In the said review of said projected costs, the Port Authority and the Operator agree to consult with each other in good faith, and, if appropriate, to meet to discuss possible adjustments to said proposed projected costs. The Operator shall have the right to present to the Port Authority all appropriate materials in support of the Operator's proposed revisions, the Port Authority agreeing to give a full and fair review to all such revisions and supporting materials provided the same are timely submitted during the period for Port Authority review as described herein.

No later than sixty (60) days after its receipt from the Operator of the aforesaid notice and after the Port Authority's aforesaid review has been completed, the Port Authority shall advise the Operator of the Port Authority's election:

(a) to continue with the Projected Costs for the 1992-93 contract year, or the 1993-94 contract year, as the case may be, as the same are set forth in Exhibit Z:91A; or

(b) to accept the proposed revisions as submitted by the Operator with its aforesaid notice; or

(c) to adjust the proposed revisions as submitted by the Operator with its aforesaid notice; or

(d) to adjust the Projected Costs as the same are set forth in Exhibit Z:91A for the said contract year (whether or not the Operator has submitted proposed revisions to said Projected Costs with its aforesaid notice).

In the event the Port Authority elects to continue with the Projected Costs for the 1992-93 contract year as the same are set forth in Exhibit Z:91A, Exhibit Z:91A shall continue

in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labelled as Exhibit Z:91A (page 3); and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 1992-93 contract year. In the event the Port Authority elects to continue with the Projected Costs for the 1993-94 contract year as the same are set forth in Exhibit Z:91A, Exhibit Z:91A shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs shall be attached to the Port Authority's notice and labelled as Exhibit Z:91A (page 4); and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 1993-94 contract year.

With respect to the 1992-93 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (b) above, or elects to make the adjustment pursuant to either item (c) or item (d) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labelled Exhibit Z:92A containing the new amounts for the 1992-93 contract year and which from and after May 1, 1992 shall be deemed to be substituted in lieu of Exhibit Z:91A attached hereto, but solely with respect said contract year. With respect to the 1993-94 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (b) above, or elects to make the adjustment pursuant to either item (c) or item (d) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labelled Exhibit Z:93A containing the new amounts for the 1993-94 contract year and which from and after May 1, 1993 shall be deemed to be substituted in lieu of Exhibit Z:91A attached hereto, but solely with respect to said contract year.

(ii) It is understood and agreed that the Port Authority and the Operator in the above-provided review and adjustment procedure for determining the Projected Costs for the 1992-93 and 1993-94 contract years shall consider the forecasts of estimated activities of the users of the System for each of the aforesaid contract years.

(iii) The term 'Projected Costs' as used in this Agreement shall be deemed to include the monthly Projected Costs with respect to the applicable fiscal contract year. With respect to the 1992-93 contract year and the 1993-94 contract year, in the event the Port Authority elects items (b), (c), or (d) above, the terms 'Projected Costs' and

'monthly Projected Costs' as used in this Agreement shall mean the projection of specified costs as shall be set forth in the revised and relabelled Exhibit Z:91A attached to the Port Authority's notice for the respective contract year as described above.

(iv) Copies of the notices described in subparagraph (i) above may also be sent by the Port Authority to each of the Airline Lessees (as said term is defined in Article XXV hereof)."

(b) Paragraph (B)(3) of the said Article XII of the Agreement, as heretofore amended, is hereby further amended as follows:

(i) All references to "Exhibit Z" or to "Exhibit Z:88A" therein shall be deemed amended to read "Exhibit Z:91A".

(ii) All references therein to "the 1986-87 contract year" or to "the 1989-90 contract year" shall be deemed amended to read "the 1992-93 contract year".

(iii) All references therein to "the 1987-88 contract year" or to "the 1990-91 contract year" shall be deemed amended to read "the 1993-94 contract year".

(c) Paragraph (C)(2) of said Article XII, as heretofore amended, is hereby further amended as follows:

(i) The references to "Exhibit Z" or "Exhibit Z:88A" in the first and second subparagraphs thereof shall be deemed amended to read "Exhibit Z:91A".

(ii) The third subparagraph of said Paragraph (C)(2) shall be deemed amended to read as follows:

"The said monthly statement shall also set forth the monthly Projected Costs for the month in which the statement is submitted (hereinafter referred to as 'the monthly Projected Costs for the current month') based on the said Exhibit Z:91A and, in the event said Exhibit is revised for the 1992-93 contract year or 1993-94 contract year in accordance with the above provisions, based on the revised version or versions of said Exhibit Z:91A."

(d) Paragraph (D) of said Article XII is hereby amended as follows: The words "Exhibit Z" or "Exhibit Z:88A" in item (a) (iii) thereof shall be deemed amended to read "Exhibit Z:91A".

(e) Paragraph (E) of said Article XII, as heretofore amended, shall be deemed further amended to read as follows:

"(E) For the fiscal contract year commencing May 1, 1991 and expiring April 30, 1992 the Operator's management fee shall be at the rate of 4.35% of the Projected Costs set forth in Exhibit Z:91A for the said year. For the fiscal contract year commencing May 1, 1992 and expiring April 30, 1993 the Operator's management fee shall be at the rate of 4.35% of the Projected Costs set forth in Exhibit Z:91A for said year, or as shall be set forth in the revised Exhibit Z:91A for said year in the event the Projected Costs for said year are adjusted as provided in and pursuant to Paragraph (A) hereof. For the fiscal contract year commencing May 1, 1993 and expiring April 30, 1994 the Operator's management fee shall be at the rate of 4.35% of the Projected Costs set forth in Exhibit Z:91A for said year, or as shall be set forth in the revised Exhibit Z:91A for said year in the event the Projected Costs for said year are adjusted as provided in and pursuant to Paragraph (A) hereof. For each of the fiscal contract years during the period commencing May 1, 1991 and ending April 30, 1994 the said Operator's fee shall be paid in monthly installments by applying the aforesaid rate to the monthly Projected Costs for the current month as set forth in the Operator's monthly statements as above set forth. Notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that the Operator's fee for each fiscal contract year during the term hereof shall not in any event exceed the amounts produced by the application of the foregoing rate to the said Projected Costs."

(f) Paragraph (G) of said Article XII is hereby amended as follows: The words "Exhibit Z" or "Exhibit Z:88A" on the eighth line thereof shall be deemed amended to read "Exhibit Z:91A".

(g) Paragraph (H) of said Article XII of the Agreement is hereby amended as follows: the words "Exhibit Z" or "Exhibit Z:88A" on the ninth line thereof shall be deemed amended to read "Exhibit Z:91A".

4. The Operator, pursuant to Article XXXII of the Agreement, has supported its performance under the Agreement with a contract of guaranty executed by its overall parent company Ogden Corporation a copy of which is attached hereto as Exhibit G-5. The Operator shall maintain and continue in effect said contract of guaranty in full force and effect for the effective period of the Agreement, pursuant and subject to said Article XXXII of the Agreement.

5. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Articles V and XX of the Agreement.

6. By executing this Thirteenth Supplemental Agreement the Operator and each person signing on behalf of the Operator certifies that the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred or otherwise disqualified from bidding on contracts by any governmental agency; and (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction.

The foregoing certification as to "(a)", "(b)" and "(c)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Thirteenth Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and the Port Authority will rely on its truth and accuracy in entering into this Thirteenth Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.).

7. By executing this Thirteenth Supplemental Agreement the Operator and each person signing on behalf of the Operator certifies, (a) the Operator has not made any offers or agreements or taken any other action with respect to any 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 promulgated by the Port Authority on March 17, 1980 (a copy of which is available upon request) nor does the Operator have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said Code; and (b) no person or selling agency, other than a bona fide employee or

bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Thirteenth Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certification as to "(a)" and "(b)", shall be deemed to have been made as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, an such authorization shall be deemed to include the signing and submission of this Thirteenth Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Thirteenth Supplemental Agreement.

The Operator is advised that knowingly providing a false certification pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g., New York Penal Law, Sections 175.30 et seq.).

8. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

9. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Operator with any liability, or held liable to it under any term or provision of the Agreement, or

because of its execution or attempted execution or because of any breach thereof.

10. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

11. This Supplemental Agreement and the agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

DEPUTY DIRECTOR

(Title) OF AVIATION

(Seal)

ATTEST:

Secretary

OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) VICE - President

(Corporate Seal)

CONSENTED AND AGREED:

OGDEN CORPORATION (as Guarantor pursuant to a Contract of Guaranty dated November 8, 1988) hereby consents and agrees to the terms of the Agreement as extended, supplemented and amended by this Supplemental Agreement.

By

(Title) Vice President

(Corporate Seal)

OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

NEWARK INTERNATIONAL AIRPORT

PROJECTION FOR PERIOD 5/1/91 TO 4/30/94

	FISCAL CONTRACT TERM 5/1/91 - 4/30/92	FISCAL CONTRACT TERM 5/1/92 - 4/30/93	FISCAL CONTRACT TERM 5/1/93 - 4/30/94
GROSS PAYROLL	$7,356,210	$7,712,233	$8,059,283
PAYROLL RELATED			
F.I.C.A.	571,357	616,979	644,743
State Unemployment Ins. N.J.	113,840	131,879	137,814
Fed. Unemployment Ins.	27,117	28,535	29,819
N.J. Disability Insurance	22,708	27,764	29,013
City of Newark Payroll Taxes	73,562	77,122	80,593
Worker's Compensation	368,088	421,087	477,110
Union Welfare & Pension	941,177	1,054,118	1,154,259
Supvrs. Welfare & Pension	381,720	412,258	445,238
Comprehensive 3-C Bond	1,903	1,932	1,968
TOTAL PAYROLL RELATED	$2,501,472	$2,771,674	$3,000,557
TOTAL LABOR COST	$9,857,682	$10,483,907	$11,059,840
OTHER COST			
Equipment Depreciation	95,565	307,462	436,972
Int Exp Above 6% Bldgs - Art. VIII Par(f)	42,562	38,215	33,868
Space Rent	0	0	0
Mtrls & Sups(Non Reimbursable Consummables)	2,622,300	2,753,415	2,891,086
Ground Liability Ins. - Art. XIII	369,192	427,680	475,640
Ins. Petroleum Stock - Art. XIII	24,500	31,415	32,357
Equip Floater Ins. - Art. IX, Par. (p)	130,956	127,000	129,000
Fire Ins. on System - Art. XIII	89,040	92,700	95,400
Boiler & Machinery Ins. - Art. XIII	6,336	6,336	6,336
N.J. Personal Property Tax	360	360	360
Airline Fuel Committee Exp	5,000	3,000	3,000
TOTAL	$3,385,811	$3,787,583	$4,104,019
TOTAL PROJECTED COST	$13,243,493	$14,271,490	$15,163,859
FEE	576,092	620,810	659,628
CONTINGENCY*	150,000		
TOTAL BUDGET	$13,969,585	$14,892,300	$15,823,487

*(to be paid if actually incurred as "Actual Costs" under Article XII)

Initialled: _____
For the Port Authority

Exhibit Z:(1A
(Page 1)

OGDEN AVIATION SERVICE COMPANY OF NJ, INC.
NEWARK INTERNATIONAL AIRPORT
PROJECTION FOR PERIOD - 5/1/91 TO 6/30/92

	MAY 1991	JUNE 1991	JULY 1991	AUGUST 1991	SEPTEMBER 1991	OCTOBER 1991	NOVEMBER 1991	DECEMBER 1991	JANUARY 1992	FEBRUARY 1992	MARCH 1992	APRIL 1992	TOTAL COST
GROSS PAYROLL	$598,559	$545,591	$623,036	$587,698	$600,377	$623,167	$636,356	$682,268	$675,433	$582,808	$622,918	$577,999	$7,356,210
PAYROLL RELATED:													
F.I.C.A	45,790	41,738	47,662	44,959	45,929	47,672	48,681	52,194	54,035	46,625	49,833	46,240	571,357
N.J UNEMP INS.	14,365	13,094	6,230	5,877	3,602	3,739	3,818	4,094	16,210	13,987	14,950	13,872	113,840
FED. UNEMP. INS.	910	829	947	893	913	947	967	1,037	5,403	4,662	4,983	4,624	27,117
N.J. DISAB. INS.	2,993	2,728	779	735	750	779	795	853	3,377	2,914	3,115	2,890	22,708
NEWARK P/R TAXES	5,986	5,456	6,230	5,877	6,004	6,232	6,364	6,823	6,754	5,828	6,229	5,780	73,562
WORKER'S COMP.	29,030	26,461	30,217	28,503	29,118	30,224	30,863	33,090	35,865	30,947	33,077	30,692	368,088
UNION WELF. & PENS.	76,702	76,702	76,702	76,702	76,702	77,133	77,133	76,702	81,558	81,558	81,558	82,024	941,177
SUPRVS-WELF.& PENS.	31,826	28,956	31,826	29,927	30,791	31,826	32,631	31,826	37,103	32,523	31,757	30,728	381,720
CON 3-C BOND	158	158	158	158	158	159	159	159	159	159	159	159	1,903
TOTAL	$207,759	$196,122	$200,752	$193,631	$193,970	$198,710	$201,411	$206,776	$240,466	$219,204	$225,662	$217,008	$2,501,472
TOTAL LABOR COST	$806,318	$741,713	$823,788	$781,329	$794,347	$821,877	$837,767	$889,044	$915,899	$802,012	$848,580	$795,007	$9,857,682
OTHER COST:													
EQUIP DEPREC.	$0	$0	$0	$3,636	$6,761	$10,632	$10,632	$10,632	$12,668	$12,668	$12,668	$15,268	$95,565
INT EQP -4% BLDGS	3,713	3,683	3,652	3,622	3,592	3,562	3,532	3,502	3,471	3,441	3,411	3,381	42,562
SPACE RENT	0	0	0	0	0	0	0	0	0	0	0	0	0
MATERIALS & SUPPLIES	200,500	211,600	230,050	233,700	248,500	237,750	210,600	212,900	214,150	208,300	203,400	210,850	2,622,300
GROUND LIABILITY	27,354	27,072	32,076	32,886	31,752	31,914	30,942	31,752	31,104	29,403	31,833	31,104	369,192
INS -PETR'L STOCK	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,100	2,100	2,100	2,100	2,100	24,500
EQUIP. FLOATER INS.	11,165	11,165	11,165	11,165	11,165	11,165	10,601	10,601	10,691	10,691	10,691	10,691	130,956
FIRE INS. ON SYSTEM	7,340	7,340	7,340	7,340	7,340	7,340	7,500	7,500	7,500	7,500	7,500	7,500	89,040
BOILER & MACH. INS.	528	528	528	528	528	528	528	528	528	528	528	528	6,336
PROPERTY TAX	30	30	30	30	30	30	30	30	30	30	30	30	360
FULL COMMITTEE EXP.	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
TOTAL	$257,630	$263,418	$286,841	$294,907	$311,668	$304,921	$276,365	$279,545	$282,242	$274,661	$272,161	$281,452	$3,385,811
TOTAL COST	$1,063,948	$1,005,131	$1,110,629	$1,076,236	$1,106,015	$1,126,798	$1,114,132	$1,168,589	$1,198,141	$1,076,673	$1,120,741	$1,076,459	$13,243,493
FEE	$46,282	$43,723	$48,312	$46,816	$48,112	$49,016	$48,465	$50,834	$52,119	$46,835	$48,752	$46,826	$576,092
CONTINGENCY			$75,000	$75,000									$150,000
TOTAL BUDGET	$1,110,230	$1,048,854	$1,233,941	$1,198,053	$1,154,126	$1,175,814	$1,162,597	$1,219,423	$1,250,260	$1,123,508	$1,169,494	$1,123,285	$13,969,585

Exhibit 2:91A
(Page 2)

Initiated:

For the Port Authority

AN653-14R

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

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 14

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of April 30, 1994, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (formerly named Ogden Allied Aviation Service Company of New Jersey, Inc. and hereinafter called "the Operator"),

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985, May 1, 1988, October 31, 1988, May 1, 1991 and October 31, 1991 being hereinafter collectively called "the Agreement"), the Operator agreed among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport; and

WHEREAS, the parties desire to provide for an extension of the effective period of the Agreement and to amend the Agreement in certain respects:

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Port Authority and the Operator hereby agree, effective as of May 1, 1994, as follows:

1. The effective period of the Agreement is hereby extended to and including April 30, 1997, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement as heretofore amended is hereby further amended to read as follows:

> "(3) Four percent (4%) of the sum of items (1) and (2) above, up to a total of $45,000 for the period from May 1, 1994 to April 30, 1997 but in no event to exceed a total of $15,000 in any fiscal contract year during said period; and".

3. Article XII of the Agreement as previously amended, shall be further amended to read as follows:

"Article XII. Gallonage Fees

(A) For purposes of this Agreement the Operator has submitted to the Port Authority projections of the volume of gallons of aviation fuel it expects to deliver to Airline Users (as defined in Article XXV hereof), such projections for each fiscal contract year during the period May 1, 1994 through April 30, 1997 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit A94-97' and are hereinafter called 'the Projected Fuel Gallonage Delivered'; and such projections for each month of the fiscal contract year commencing May 1, 1994 and ending April 30, 1997 are also shown on Exhibit A94-97 and said monthly breakdown of the Projected Fuel Gallonage Delivered are hereinafter called the 'Monthly Projected Fuel Gallonage Delivered'. It is expressly understood and agreed that the Projected Fuel Gallonage Delivered set forth in Exhibit A94-97 for the fiscal contract year commencing May 1, 1995 and ending April 30, 1996 (herein referred to as 'the 1995-96 contract year') and for the fiscal contract year commencing May 1, 1996 and ending April 30, 1997 (herein referred to as "the 1996-97 contract year") shall be subject to further review and adjustment by the Port Authority as follows:

> (i) With respect to the 1995-96 contract year, the Operator, on or before January 31, 1995, shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Fuel Gallonage Delivered set

forth in Exhibit A94-97 for the 1995-96 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections of aviation fuel delivered to Airline Users by the Operator. With respect to the 1996-97 contract year, the Operator, on or before January 31, 1996, shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Fuel Gallonage Delivered set forth in Exhibit 1994-97 for the 1996-97 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections of aviation fuel delivered to Airline Users by the Operator. In the event the Operator desires to revise the Projected Fuel Gallonage Delivered for the 1995-96 contract year, or the 1996-97 contract year as the case may be, it shall submit with the said notice its proposed projections of aviation fuel it expects to deliver to Airline Users for the 1995-96 contract year or the 1996-97 contract year, as the case may be, in the same form as Exhibit A94-97. The Operator shall also include with each of the aforesaid notices a monthly breakdown of the Projected Fuel Gallonage Delivered for the respective fiscal contract year in the same form as Exhibit A94-97 showing both the breakdown of said Projected Fuel Gallonage Delivered as the same are set forth in Exhibit A94-97 and also based on the proposed revisions thereto.

After its receipt of the Operator's notice, the Port Authority shall review the proposed projections of aviation fuel delivered to Airline Users for the 1995-96 contract year or the 1996-97 contract year, as the case may be, whether based on those set forth in Exhibit A94-97 or on proposed revisions submitted with the Operator's notice. In the said review of said projections, the Port Authority and the Operator agree to consult with each other in good faith, and, if appropriate, to meet to discuss possible adjustments to said proposed projections. The Operator shall have the right to present to the Port Authority all appropriate materials in support of the Operator's proposed revisions, the Port Authority agreeing to give a full and fair review to all such revisions and supporting materials provided the same are timely submitted during the period for Port Authority review as described herein.

No later than sixty (60) days after its receipt from the Operator of the aforesaid notice and after the Port Authority's aforesaid review has been completed, the Port Authority shall advise the Operator of the Port Authority's election:

(a) to continue with the Projected Fuel Gallonage Delivered for the 1995-96 contract year, or the 1996-97 contract year, as the case may be, as the same are set forth in Exhibit A94-97; or

(b) to accept the proposed revisions as submitted by the Operator with its aforesaid notice; or

(c) to adjust the proposed revisions as submitted by the Operator with its aforesaid notice; or

(d) to adjust the Projected Fuel Gallonage Delivered as the same are set forth in Exhibit A94-97 for the said contract year (whether or not the Operator has submitted proposed revisions to said Projected Fuel Gallonage Delivered with its aforesaid notice).

In the event the Port Authority elects to continue with the Projected Fuel Gallonage Delivered for the 1995-96 contract year as the same are set forth in Exhibit A94-97 Exhibit A94-97 shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Fuel Gallonage Delivered submitted by the Operator shall be attached to the Port Authority's notice and labelled as Exhibit A (1995-96) Projected Fuel Gallonage Delivered; and in such event the term 'Monthly Projected Fuel Gallonage Delivered 1995-96' shall be deemed to mean the said Monthly Projected Fuel Gallonage Delivered with respect to said 1995-96 contract year. In the event the Port Authority elects to continue with the Projected Fuel Gallonage Delivered for the 1995-96 contract year as the same are set forth in Exhibit A94-97, Exhibit A94-97 shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Fuel Gallonage Delivered shall be attached to the Port Authority's notice and labelled as Exhibit A94-97; and in such event the term 'Monthly Projected 1996-97 Costs' shall be deemed to mean

the said monthly projections with respect to the 1996-97 contract year.

With respect to the 1995-96 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (b) above, or elects to make the adjustment pursuant to either item (c) or item (d) above, the new Projected Fuel Gallonage Delivered and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labelled Exhibit A95-96 containing the new amounts for the 1995-96 contract year and which from and after May 1, 1995 shall be deemed to be substituted in lieu of Exhibit A94-97 attached hereto, but solely with respect to said year. With respect to the 1996-97 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (b) above, or elects to accept the said proposed revisions of the Operator pursuant to item (b) above, or elects to make the adjustment pursuant to either item (c) or item (d) above, the new Projected Fuel Gallonage Delivered, and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labelled Exhibit A-96-97 containing the new amounts for the 1996-97 contract year and which from and after May 1, 1996 shall be deemed to be substituted in lieu of Exhibit A94-97 attached hereto, but solely with respect to said year.

(ii) It is understood and agreed that the Port Authority and the Operator in the above-provided review and adjustment procedure for determining the Projected Fuel Gallonage Delivered for the 1995-96 and 1996-97 contract years shall consider the forecasts of estimated activities of the users of the System for each of the aforesaid contract years.

(iii) The term 'Projected Fuel Gallonage Delivered' as used in this Agreement shall be deemed to include the monthly Projected Fuel Gallonage Delivered with respect to the applicable fiscal contract year. With respect to the 1995-96 contract year and the 1996-97 contract year, in the event the Port Authority elects items (b), (c) or (d) above, the terms 'Projected Fuel Gallonage Delivered' and 'Monthly Projected Fuel Gallonage Delivered' as used in this Agreement shall mean the projection of aviation fuel to be

delivered to Airline Users by the Operator as shall be set forth in the revised and relabelled Exhibit A94-97 attached to the Port Authority's notice for the respective contract year as described above.

(iv) Copies of the notices described in subparagraph (i) above may also be sent by the Port Authority to each of the Airline Lessees (as said term is defined in Article XXV hereof).

(B) (1) Notwithstanding anything to the contrary in this Agreement, it is specifically understood and agreed that the Projected Fuel Gallonage Delivered and the Actual Fuel Gallonage Delivered, as hereinafter defined, do not include and shall not be deemed to include any costs with respect to any of the following:

(i) The reimbursable items as defined in paragraph (a) of Article III;

[B (ii) The reimbursable utilities as defined in paragraph (a) of Article III;

(iii) The reimbursable services as defined in paragraph (c) of Article III;

(iv) The reimbursable maintenance cost as defined in paragraph (d) of Article III;

(v) The interim monthly amortization amounts as defined in paragraph (f) of Article VIII;
B

(vi) The specialized equipment as defined in paragraph (k) of Article IX; and

(vii) Any of the obligations imposed on the Operator pursuant to paragraph (h) of Article III, Article VII, paragraph (c), (h) and (k) of Article VIII and Article XXI.

(viii) The obligations of the Operator under Article XXXIII of this Agreement.

The monthly payments to be made by the Port Authority under Paragraph (C) (3) of this Article XII shall not include any of the foregoing items; any payment to be made to the Operator for

the aforesaid items (i) through (viii) of this subparagraph (1) is to be in accordance with the above-specified Articles of the Agreement.

(2) It is further understood and agreed that there shall be deemed included in the Projected Fuel Gallonage Delivered and in the Actual Fuel Gallonage Delivered as hereinafter defined, and in the payments to the Operator under Paragraph (C) (3) of this Article XII the following:

(i) The Operator's costs with respect to the fuel expenses mentioned in paragraph (r) of Article III;

(ii) The Operator's costs with respect to the other equipment mentioned in paragraph (1) of Article IX amortized over an appropriate period;

(iii) The Operator's costs with respect to repair and maintenance of the Building as described in paragraph (e) of Article VIII;

(iv) Interest at the rate of four percent (4%) per annum with respect to the interim monthly amortization amount as set forth in Article VIII, it being recognized that said 4% interest is in excess of the six percent (6%) rate specified in Article VIII,

(v) The Operator's costs of insurance with respect to the insurance requirements described in paragraph (g) of Article VIII, in paragraph (h) of Article IX, in Article XIII and in paragraph (f) of Article IX-A;

(vi) The Operator's costs with respect to its obligations and services pursuant to Article XV;

(vii) The Operator's costs with respect to all parts, equipment, materials, tools and supplies for the hydrant carts [Band the Operator's costs with respect to the fuel expenses for said hydrant carts, as mentioned in paragraph (a) of Article III of the Agreement, as amended; it being expressly understood, however, that the inclusion of the said Operator's costs in the Projected Fuel Gallonage Delivered and in the Actual Fuel Gallonage Delivered and in the payments to the Operator based on the same shall have effect from May 1, 1994 and shall be of prospective effect solely, and, further, that neither the said

inclusion, nor anything contained in the Agreement, as amended, shall or shall be deemed to alter, modify, change, waive or prejudice in any way the rights of the Port Authority under the Agreement to disallow the inclusion of any of the said Operator's costs in the Projected Costs or the Actual Costs for any period prior to May 1, 1994; and
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(viii) The Operator's costs with respect to the operation, maintenance and repair of the Supplemental Service Fleet or any fueling truck forming a part thereof, of any nature whatsoever, including insurance, pursuant to Article IX-A hereof.

(C) (1) Not later than the 15th day of May 1994 and not later than the 15th day of each and every month thereafter during the effective period of this Agreement, including the month following the expiration or earlier termination thereof, the Operator shall certify to the Port Authority by means of a sworn statement of a responsible fiscal officer of the Operator the following:

(a) The number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users other than Fixed Base Operator(s) during the preceding calendar month;

(b) The number of gallons of aviation fuel delivered by the Operator into the fuel trucks of each Fixed Base Operator during the preceding calendar month;

(c) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each Fuel Storage Permittee during the preceding calendar month;

(d) The number of gallons of aviation fuel received from each Fuel Storage Permittee which is not an Aviation Fuel Supplier during the preceding calendar month;

(e) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Airline Customer of each Aviation Fuel Supplier during the preceding calendar month;

(f) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Fuel Storage Permittee during the preceding calendar month;

(g) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each of its customers who are general aviation aircraft operators during the preceding calendar month;

The statement covering item (b) shall also be delivered to the Fixed Base Operator; the statements covering items (c) and (d) shall also be delivered to each Fuel Storage Permittee, and when such Permittee is a Supplier, the statement shall individually list each Fuel Storage Permittee for whom the receipt and/or delivery of the aviation fuel has been made; the statement covering item (e) shall also be supplied to each Airline Customer as to deliveries to its aircraft; the statements covering item (f) shall also be delivered to each Fuel Storage Permittee.

(2) The aforesaid monthly statements to be submitted by the Operator to the Port Authority shall include a statement certified by a responsible fiscal officer of the Operator setting forth the total of all of the actual gallonage of aviation fuel delivered to all Airline Users by the Operator during the immediately preceding calendar month (such gallonage being herein called 'the Monthly Actual Fuel Gallonage Delivered').

The said statement shall also indicate any variance between the Actual Fuel Gallonage Delivered and the Projected Fuel Gallonage Delivered for the said immediately preceding calendar month.

The said monthly statement shall also set forth the monthly Projected Fuel Gallonage Delivered for the month in which the statement is submitted (hereinafter referred to as "the monthly Projected Fuel Gallonage Delivered for the current month") based on the said Exhibit A94-97 and, in the event said Exhibit is revised for the 1995-96 or 1996-97 contract years in accordance with the above provisions, based on the revised version or versions of the Exhibit A94-97.

The aforesaid monthly statements of the Operator described in this paragraph (C) are herein collectively referred to as the 'Operator's monthly statement.'

The portion of the Operator's monthly statement which sets forth the variance between Actual Fuel Gallonage

for each and every statement required to be furnished hereunder by the Operator, (ii) the cost of the Operator of conducting all of its operations hereunder, the revenues of whatever kind or nature from such operations, the method of amortizing and depreciating costs of whatever kind or nature and the resulting profit (or loss) to the Operator from the operations hereunder, (iii) all of the actual costs and (iv) such other information as the Port Authority may from time to time request; (v) and which shall also show the date and nature of each item of service, repair and maintenance provided by the Operator with respect to the System, including the hydrant carts, and the fuel trucks comprising the Service Fleet pursuant to Article IX of this Agreement, and the fueling trucks supplied by the Port Authority pursuant to Article IX-A of this Agreement;

(b) to permit during ordinary business hours the examination and audit of such records and books of account by the officers, employees and representatives of the Port Authority;

(c) to permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Operator, including without limitation Thereto, any metering or measuring devices;

(d) to install and use such measuring and metering devices, invoicing machines and other equipment or devices for recording quantities received and quantities delivered as may be appropriate to the business of the Operator and necessary or desirable to keep accurate records; and

(e) to furnish to the Port Authority at such time as the Port Authority may from time to time and at any time request a statement of a responsible fiscal officer of the Operator setting forth in such detail as requested by the Port Authority and covering the twelve-month period immediately preceding the date of the request the information required to be shown under subparagraph (a) of this paragraph (D) of this Article XII.

(E) Notwithstanding any provision of this Agreement to the contrary and without limiting any other obligation of the Operator under the Agreement, the Operator agrees that it shall use its best efforts to keep its costs under this Agreement for each fiscal contract year as low as possible.

Delivered and Projected Fuel Delivered, as described shall also be sent by the Operator to each of the Airline Lessees.

(3) (a) The Port Authority, no later than the tenth (10th) day of the month immediately following its receipt of the Operator's monthly statement for the immediately preceding calendar month, shall pay to the Operator a monthly amount (hereinafter called 'the monthly gallonage fee') determined by multiplying the Monthly Projected Fuel Gallonage Delivered during the preceding calendar month by the 'fixed gallonage rate.' The term 'fixed gallonage rate' as used herein shall mean $0.0285.

(b) Subject to and without limiting the provisions of paragraph (G) of this Article XII and the provisions of Article XXVIII hereof, it is understood and agreed that in the event the Operator's Actual Fuel Gallonage Delivered for the calendar month immediately preceding the current month exceeds the monthly Projected Fuel Gallonage Delivered for the said immediately preceding calendar month, as certified in the Operator's monthly statement for the current month, the Port Authority's payment hereunder shall include an additional adjustment amount equal to the product resulting from multiplying (x) the amount of the difference between the Actual Fuel Gallonage Delivered for the said month and said monthly Projected Fuel Gallonage Delivered by (y) the fixed gallonage rate; and that in the event the Actual Fuel Gallonage Delivered for the calendar month immediately preceding the current month were less than the monthly Projected Fuel Gallonage Delivered for said immediately preceding month, the Port Authority shall credit against its payment obligations hereunder the full amount of the product resulting from multiplying (i) the amount of said difference, by (ii) the fixed gallonage rate; with the said credit or credits for each such month to continue until the same are exhausted.

(D) The Operator agrees:

(a) to maintain, in accordance with accounting practices acceptable to the Port Authority, records and books of account recording all of its transactions hereunder, which records and books of account shall be kept at all times during the effective period of this Agreement and for one (1) year after the expiration or earlier revocation or termination thereof within the Port of New York District, and which records and books of account shall show (i) the basis and all supporting documents

(F) The Operator shall submit to the Port Authority within sixty (60) days after the end of each fiscal contract year or after the date of any earlier termination or revocation of this Agreement, an annual statement certified by a responsible fiscal officer of the Operator setting forth annual totals of the Actual Fuel Gallonage Delivered by the Operator for such fiscal contract year. The said annual statement shall indicate any variance between the Actual Fuel Gallonage Delivered and the Projected Fuel Gallonage Delivered. The said annual statement shall also set forth the annual total of the result of the Operator's monthly comparison of the Projected Fuel Gallonage Delivered to the Monthly Actual Fuel Gallonage Delivered."

4. It is expressly understood and agreed, and notwithstanding any term or provision of the Agreement to the contrary, that there shall not be any management or other fee whatsoever payable by the Port Authority to the Operator during the extension period under this Supplement No. 14 (May 1, 1994 through April 30, 1997), and that the prior provisions covering such a fee as applicable to periods of the Agreement prior to May 1, 1994 are hereby expressly deleted with respect to the extension hereunder and each year thereof.

5. Item III of paragraph (b) of Article XIII of the Agreement shall be deleted therefrom.

6. There shall be added to the Agreement a new Article XXXIII entitled "The Operator's Best Practice Environmental Program" reading as follows:

"Article XXXIII. <u>The Operator's Best Practice Environmental Program</u>

In addition to and without limiting, reducing or impairing any of the obligations, duties, responsibilities and liabilities of the Operator under Articles II, III, IV and XXVII hereof or any other term or provision of this Agreement, the Operator hereby agrees that it shall adopt, administer and in good faith commit itself to a Best Practice Environmental Program covering the System and all of the services and operations of the Operator under this Agreement in accordance with the following:

(1) Prior to December 31, 1994 The Operator shall submit to the Port Authority for its review and acceptance the Operator's comprehensive plan, including details of the specific projects, timetables, costs and expected benefits proposed to be taken by the Operator with respect to projects and actions by the Operator that are not otherwise required of the Operator under this Agreement which projects and actions would insure that the System and the operation and maintenance of the same including without limitation the Operator's services and operations under this Agreement are consistent with the highest standards for protecting the environment and eliminating environmental pollution and contamination including without limitation that of soil, air and water. The Operator shall incorporate in its Program such revisions and changes which the Port Authority initially or from time to time may require.

(2) It is understood and agreed that, subject to Port Authority acceptance and concurrence of the Program as herein provided, that the Operator may propose in its comprehensive plan for the program the following types of projects: the performance of an audit of the Operator's current operating procedures and the development of a state of the art operating manual by an outside environmental consultant to be retained by the Operator subject to Port Authority approval; retrofit secondary containment for hydrant pits of the System at airline terminal areas, and, operating or capital items not otherwise required to be undertaken by the Operator under any other term or provision of this Agreement.

(3) The Operator throughout the term of this Agreement shall in accordance with accounting practices acceptable to the Port Authority, document its efforts and actions in implementing the said Program, and shall keep and maintain all proper and appropriate records evidencing all costs and expenditures of the Operator, 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. Without limiting the foregoing and without limiting Article XII hereof or any other term or provision of this Agreement the Operator shall submit to the Port Authority within sixty (60) days after the completion of each project and within sixty (60) days after the

completion of the Program for Port Authority inspection and audit copies of all records, including without limitation invoices of all contractors retained by the Operator with appropriate acknowledgement of the receipt by them of payment, and all such records shall be certified by the Operator and sworn to before a Notary Public.

(4) After review and acceptance by the Port Authority, at its sole discretion, of the Operator's comprehensive plan for its Best Practice Environmental Program ("the Program") the Operator shall within sixty (60) days after said acceptance commence its performance of the projects, subject to any further specific Port Authority approval with respect to each project, as described in subparagraph (6) below, at the sole cost and expense of the Operator. It is expressly understood and agreed that the Operator shall be solely and fully responsible for the funding of the Program and all projects thereunder and that the Operator's initial funding of the Program shall be in a total amount of not less than Three Hundred Thousand Dollars and No Cents ($300,000.00) for the period from May 1, 1994 through April 30, 1997; and that the performance of and any and all costs and expenses of the Program and all projects undertaken thereunder shall be the sole responsibility of the Operator and the Port Authority shall not have any responsibility therefor.

(5) In the event the Operator's plan is not accepted by the Port Authority, the Port Authority shall so notify the Operator and the Operator shall have thirty (30) days from receipt of such notice to modify the plan in a manner acceptable to the Port Authority.

(6) The Program and the performance by the Operator of the projects under the Program shall be in accordance with and subject to the terms and provisions of this Agreement, including without limitation this Article XXXIII, and subject to in each instance as to each project the specific written approval of the Port Authority and the terms and conditions as to each project set forth in such approval.

(7) Upon completion of each project in the Program the Operator shall certify in writing signed by the Operator and, if applicable, by the Operator's licensed architect or engineer that such project has been completed and is ready for use in accordance with the Program and this Agreement

and the terms and conditions of the Port Authority's specific written approval as described in subparagraph (6) above; provided that such project shall not be used or placed in use until the same has been inspected by the Port Authority and certified by the Port Authority as completed and ready for use.

(8) In the event the Operator has not completed a project under the Program by December 31, 1996, the Operator shall on or before April 1, 1997, pay to the Port Authority the difference between $300,000 and the total amount expended by the Operator on projects under the Program, or the Port Authority shall have the right to deduct said difference from any monies payable by the Port Authority to the Operator under the Agreement

(9) It is expressly understood and agreed that neither the Article XXXIII nor anything contained herein nor any action or project undertaken hereunder shall or shall be deemed to release or relieve the Operator from any of its obligations, duties, responsibilities, liabilities and indemnities under any other term or provision of this Agreement or otherwise or to restrict, impair, affect or alter any of said obligations, duties, responsibilities, liabilities and indemnities including without limitation Article XXVII hereof. It is further understood and agreed that neither this Article XXXIII nor any anything contained herein nor any action or project undertaken hereunder shall or shall be deemed to affect, waive, restrict or impair any claim, right or remedy of the Port Authority in law or in equity, whether under this Agreement or otherwise."

7. The Operator has supported its performance under the Agreement with a contract of guaranty executed by its parent company Ogden Corporation under Article XXXII of the Agreement. Said Article XXXII of the Agreement, as previously amended, shall be further amended to read as follows:

"Article XXXII. <u>Contract of Guaranty</u>

It is recognized that the Operator is a wholly-owned subsidiary of Ogden Maintenance Corporation (formerly named Ogden Allied Maintenance Corporation), that said Ogden Maintenance Corporation is a wholly-owned subsidiary of Ogden

Services Corporation (formerly named Ogden Allied Services Corporation) and that Ogden Services Corporation is a wholly-owned subsidiary of Ogden Corporation. The Operator shall procure and at all times during the effective period of the Agreement maintain in full force and effect an Agreement of Guaranty executed by said Ogden Corporation, as attached hereto, wherein and whereby Ogden Corporation absolutely and unconditionally guarantees that the Operator will faithfully perform and fulfill everything on its part to be performed and fulfilled under the Agreement and any amendments and/or supplements thereto. It is hereby expressly understood and agreed that in the event there is a change in the said relationship of the Operator and the said companies as a result of which the Operator is not owned either directly or indirectly by the said companies, the Port Authority may require the Operator to substitute other forms of security and the Operator shall promptly comply with such requirement."

8. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Articles V and XX of the Agreement.

9. By executing this Supplemental Agreement, the Operator and each such person signing on behalf of the Operator certifies that the Operator and each parent and/or affiliate of the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred, or otherwise disqualified, or had a contract terminated as more fully provide:

in (a), (b), and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification different from those set forth in the Agreement or this Supplemental Agreement; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) 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 investigate agency; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff, or equipment with any business entity.

The foregoing certification as to "(a) "through "(k)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certifications shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.)

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

Affiliate - An entity in which the parent of the Operator owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the Operator also owns more than fifty percent of the voting stock.

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

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency 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 the 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, or local inquiries into tax returns.

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

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

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the Operator and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the Operator or if such services are provided on an alternating or interchangeable basis between the Operator and the other business(es) or not-for-profit organizations(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment should be considered to be shared whenever the Operator shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not-for-profit organization, the Operator has entered into a formal lease for use of the equipment and exercises exclusive use of the equipment; or when the Operator owns equipment that it has formally leased to another business or-not-for-profit organization, and for the duration of such lease the Operator has relinquished all right to the use of such leased equipment.

10. By executing this Supplemental Agreement, the Operator and each person signing on behalf of the Operator certifies that (a) the Operator has not made any offers or agreements or given or agreed to give anything of value (see definition of "anything of value" appearing in the Paragraph 11 below) or taken any other action with respect to any 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 effective April 26, 1980 (a copy of which is available upon request), nor does the Operator have any knowledge of any act on the part of the Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards other than a bona fide employee or bona fide established commercial or selling

agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certification as to "(a)" and "(b)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made only with respect to the Operator itself, but also with respect to each parent, affiliate, director and officer of the Operator, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Operator with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certifications as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will reply on its truth and accuracy in entering into this Supplemental Agreement. In addition, the Operator is advised that knowingly providing a false certification 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.)

11. During the term of this Agreement, the Operator shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing 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 of such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, of duties on behalf of the Port Authority, whether or not such duties are related to this Agreement or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Agreement.

As used herein "anything of value" shall include but not be limited to any gift, gratuity, money, goods, equipment, services, meals, entertainment, lodging, transportation, discounts not available to the general public, favors, loans or the cancellation thereof, preferential treatment or business opportunity. It shall also include an offer of employment or the use of confidential information described by the Code of Ethics dated as of March 17, 1980 (a copy of which is available upon request to the Office of the Secretary of the Port Authority); such term shall not include compensation contemplated by this Agreement or any other Port Authority contract. The contractor shall include the provisions of this clause in each subcontract entered into under this Agreement.

12. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

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

14. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

15. This Supplemental Agreement and the agreement which it amends constitute the entire agreement between the Port Authority

and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

DEPUTY DIRECTOR OF AVIATION

(Title)

(Seal)

ATTEST:

ASSISTANT Secretary

OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) Vice President

(Corporate Seal)

APPROVED:

FORM	TERMS

EXHIBIT A 94-97

OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC. - AN-652-Supp.
NEWARK FUELING

GALLONAGE FORECAST
5/94 - 4/97

(in millions of gallons)

DATE	5/94-4/95	5/95-4/96	5/96-4/97
MAY	43.9	45.1	46.3
JUN	46.0	47.3	48.6
JUL	47.6	49.0	50.3
AUG	48.2	49.5	50.9
SEP	42.7	44.0	45.2
OCT	46.0	47.3	48.6
NOV	45.5	46.7	48.0
DEC	45.5	46.7	48.0
JAN	42.8	44.0	45.2
FEB	39.0	40.2	41.3
MAR	43.9	45.1	46.3
APR	43.9	45.1	46.3
TOTAL	535.0	550.0	565.0

For the Port Authori

Initialled:

For the Operator

CSL-61273; - Ack. N.J.; Corp. & Corp.

STATE OF NEW JERSEY)
) ss.
COUNTY OF)

On this 13th day of July, 1994, before me, the subscriber, a notary public of New York, personally appeared [illegible] the Deputy Director of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Commissioners.

Jacqueline White
(notarial seal and stamp)

JACQUELINE WHITE
Notary Public, State of New York
No. 4737769
Qualified in Suffolk County
Commission Expires May 31, 1995

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

On this 26th day of July, 1994, before me, the subscriber, a notary public personally appeared Bruce R Pashley the Vice President of **OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.**, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Directors.

Russell R. Mallon Jr.
(notarial seal and stamp)

RUSSELL R. MALLON JR.
Notary Public, State of New York
No. 4764276
Qualified in New York County
Commission Expires November 30, 1995

STATE OF)
) ss.
COUNTY OF)

On this day of , 1994, before me, the subscriber, a personally appeared the President of , who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Directors.

(notarial seal and stamp)

CONTRACT OF GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") is about to enter into the foregoing attached Supplemental Agreement No. 14 (hereinafter referred to as the "Supplemental Agreement") to a certain Agreement bearing Port Authority designation AN-652 (which Agreement as heretofore amended and as further amended by the aforesaid Supplemental Agreement is hereinafter referred to as the "Agreement") with OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC. formerly named Ogden Allied Aviation Service Company of New Jersey, Inc. (hereinafter and in the Agreement referred to as the "Operator") which Agreement covers services to be performed by the Operator including the operation, maintenance and repair of facilities for the receipt, storage and distribution of aviation fuel at Newark International Airport.

WHEREAS, the Agreement imposes certain terms and conditions upon the Operator including the obligation of the Operator to procure and maintain with the Port Authority the Guaranty of Ogden Corporation guaranteeing to the Port Authority the performance by the Operator of all of the terms and conditions imposed upon the Operator by the Agreement; and

WHEREAS, OGDEN CORPORATION (hereinafter referred to as "the Guarantor") a corporation of the State of Delaware having its principal place of business at Two Pennsylvania Plaza, New York, New York 10121, is the absolute and unconditional owner of all of the issued and outstanding voting shares of the capital stock of Ogden Services Corporation, (formerly named Ogden Allied Services Corporation) a corporation of the State of Delaware having its principal place of business at Two Pennsylvania Plaza, New York, New York 10121; and

WHEREAS, said Ogden Services Corporation is the absolute and unconditional owner of all the issued and outstanding voting shares of the capital stock of Ogden Maintenance Corporation (formerly named Ogden Allied Maintenance Corporation), a corporation of the State of New York; and

WHEREAS, said Ogden Maintenance Corporation (formerly named Ogden Allied Maintenance Corporation) is the absolute and unconditional owner of all the issued and outstanding voting shares of the capital stock of the Operator which was organized by and through the efforts of said Ogden Maintenance Corporation and acquired by the Guarantor; and

WHEREAS, this Guaranty is made in connection with and incidental to the exercise by the Guarantor of its corporate rights, powers, privileges and franchises, and in fulfillment of its corporate purposes and objects; and

WHEREAS, in order to induce the Port Authority to enter into and execute the Supplemental Agreement, the Guarantor has offered to absolutely and unconditionally guarantee the performance, fulfillment and observance by the Operator of all of the terms, provisions, covenants and conditions of the Agreement on the part of the Operator to be performed, fulfilled and observed; and

WHEREAS, the execution of the Supplemental Agreement by the Port Authority will inure to the benefit of and enhance, promote and develop the business of the Guarantor;

NOW, THEREFORE, for and in consideration of and as an inducement to the Port Authority to enter into and execute the Supplemental Agreement with the Operator, the Guarantor does hereby covenant and agree with the Port Authority as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that the Operator will duly, punctually and faithfully perform, fulfill and observe each and every term, provision, covenant and condition of the Agreement on the part of the Operator to be performed, fulfilled and observed.

2. The Guarantor hereby waives and dispenses with all notice of non-payment, non-observance, non-performance, or non-fulfillment or proof of notice or demand to charge the Guarantor therefor and agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of any failure of the Port Authority to insist upon strict performance by the Operator under the Agreement or by the assertion by the Port Authority against the Operator of any of the rights or remedies reserved to the Port Authority under the provisions of the Agreement, or by the institution, prosecution, withdrawal, discontinuance or settlement of any judicial or other proceedings brought by the Port Authority against the Operator.

3. The liability of the Guarantor hereunder shall in no way be affected by:

(a) The release or discharge of the Operator in any creditor's, receivership, bankruptcy or other similar proceedings.

(b) The impairment, limitation or modification of the liability of the Operator or its estate in bankruptcy, or of any remedy for the enforcement of the Operator's said liability under the Agreement, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Operator or its estate.

(c) The rejection or disaffirmance of the Operator in any creditors', receivership, bankruptcy or other similar proceedings.

(d) Any disability or any defense of the Operator.

4. This Contract of Guaranty shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Agreement whether in accordance with the terms of the Agreement, or by a separate or additional document, and notwithstanding any such renewal, modification or extension, whether or not the Guarantor has specifically consented to such renewal, modification or extension. The liability of the Guarantor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Guarantor's consent to any such renewal, modification or extension, notwithstanding that the Port Authority may have previously obtained such consent with respect to a prior renewal, modification or extension.

5. Acceptance of this Contract of Guaranty and reliance thereon by the Port Authority shall be evidenced by the execution of the Supplemental Agreement by the Port Authority without any further act or notice. If, for any reason, any part of the obligations of the Guarantor hereunder shall be held invalid or unenforceable, the balance of such obligations shall nevertheless remain in full force and effect. Failure physically to attach a copy of the Agreement or of the Supplemental Agreement to this Contract of Guaranty shall not void, alter or affect this Contract of Guaranty, or alter or amend the obligations of the Guarantor hereunder.

6. Effective as of the 1st day of May, 1994 this Guaranty shall be deemed to supersede and replace the Guaranty

given by Ogden Corporation to the Port Authority under the date of November 8, 1988 and guaranteeing the obligations of the Operator under the Agreement, provided, however, the execution and delivery of this Guaranty by the Guarantor shall not operate to relieve the said Ogden Corporation from any obligation it may have under the Guaranty dated November 8, 1988 for any breaches, violations or omissions of the Operator occurring prior to May 1, 1994. The Guarantor expressly acknowledges that the said Guaranty of said Ogden Corporation remained and continued in full force and effect during any and all extensions of the Agreement made prior to May 1, 1994.

This Guaranty shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Guarantor, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed and delivered to the Port Authority this Guaranty the 27 day of July, 1994.

ATTEST:

Assistant Secretary

OGDEN CORPORATION

By

(Title) Vice President

STATE OF NEW YORK)
: ss
COUNTY OF NEW YORK)

On the 27th day of July 1994, before me personally came Robert Diria, to me known who being by me duly sworn, did dispose and say that he resides in Manhasset that he is the Vice President of Ogden Corporation, the corporation described in and which executed the foregoing instrument of Guaranty; that he well knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he signed his named thereto by like order.

Linda Seufert
(notarial seal and stamp)

LINDA SEUFERT
NOTARY PUBLIC, State of New York
No. 31-4972768
Qualified in New York County
Commission Expires October 1, 1994

OGDEN CORPORATION

CERTIFICATE OF ASSISTANT SECRETARY

I, J. L. EFFINGER, ASSISTANT Secretary of OGDEN CORPORATION, a corporation of the State of Delaware, do hereby certify as follows:

1. Ogden Corporation is the unconditional and absolute owner of all the issued and outstanding shares of the capital stock of Ogden Services Corporation, (formerly named Ogden Allied Services Corporation), a corporation of the State of Delaware;

2. Ogden Services Corporation is the absolute and unconditional owner of all the issued and outstanding voting shares of the capital stock of Ogden Maintenance Corporation (formerly named Ogden Allied Maintenance Corporation), a corporation of the State of New York.

3. Ogden Maintenance Corporation (formerly called Ogden Allied Maintenance Corporation) is the unconditional and absolute owner of all of the issued and outstanding voting shares of the capital stock of Ogden Aviation Service Company of New Jersey, Inc. (formerly named Ogden Allied Aviation Service Company of New Jersey, Inc.), a corporation of the State of New Jersey.

4. That the following is a full, true and correct copy of Resolutions duly adopted by an unanimous vote of all of the Directors of Ogden Corporation present at a meeting of the Board of Directors held on the 20th day of NOVEMBER, 1986, duly called and held in accordance with law and the charter and by-laws of Ogden Corporation at which all members of the Board of Directors were present, and that the said Resolutions have not been altered or repealed, and are now in full force and effect.

> "RESOLVED, that in order to induce the Port Authority of New York and New Jersey to enter and executed the foregoing attached Supplemental Agreement No. 14 with Ogden Aviation Service Company of New Jersey, Inc. (formerly named Ogden Allied Aviation Company of New Jersey, Inc.) covering amendments to certain terms and conditions of the Agreement, as defined in the attached Guaranty, as well as the extension of the effective period of the said Agreement, this Corporation shall at all times during the effective period of the said Agreement, as extended and amended by said Supplemental Agreement No. 14 and as the same may

be further extended, supplemented or amended, guarantee the obligations of said Ogden Aviation Service Company of New Jersey, Inc. and the full, punctual and faithful performance of all of the terms, provisions, covenants and conditions to be performed, fulfilled and observed by said Ogden Aviation Service Company of New Jersey, Inc. under the said Agreement; and be it further

RESOLVED, that in the judgment of the Board of Directors, this action will effectuate the purposes and objectives of this Corporation, and will inure to its benefit and promote, enhance and develop the business and assets of this Corporation and will generally promote its best interests; be it further

RESOLVED, that the President or any Vice-President of this corporation be and each of them is hereby authorized and directed to make, execute and deliver to the Port Authority on behalf of and in the name of this Corporation, a written Guaranty, guaranteeing the aforesaid obligations of said Ogden Aviation Service Company of New Jersey, Inc. as set forth above; and be it further

RESOLVED, that the officers of this Corporation and each of them are hereby authorized and directed to take such steps, execute such documents and perform such other acts and things on behalf of this Corporation as may be necessary or convenient for the purpose of effecting such Guaranty."

5. That the purpose of this certificate is to induce the Port Authority of New York and New Jersey to enter into the Supplemental Agreement No. 14 to the Agreement with Ogden Aviation Service Company of New Jersey, Inc. as defined in the attached Guaranty, with the intent that the Port Authority of New York and New Jersey, its Commissioners, officers, agents and representatives, shall rely on the truth of the matters contained herein.

IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal hereto, this 27 day of July 1994.

J. J. Ellinger

Assistant Secretary of OGDEN CORPORATION
(SEAL)

652.15C

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

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 15

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the 1st day of July 1996 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as "the Port Authority") and OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (formerly named Ogden Allied Aviation Service Company of New Jersey, Inc. and formerly named Allied Aviation Service Company of New Jersey, Inc. and hereinafter referred to as "the Operator"), a corporation organized and existing under the laws of the State of New Jersey,

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985, May 1, 1988, October 31, 1988, May 1, 1991 , October 31, 1991 and April 30, 1994 being hereinafter collectively called "the Agreement"), the Operator agreed among other things to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport (hereinafter called the "Airport"); and

WHEREAS, the Port Authority and the Operator desire to amend the Agreement in certain respects,

NOW, THEREFORE, the Port Authority and the Operator hereby agree, effective as of July 1, 1996, as follows:

1. There shall be added to the Agreement a new Article XXXIV reading as follows:

"Article XXXIV. <u>The Emergency Generator Work</u>

(a) (1) It is hereby recognized that an emergency generator is needed at the

aviation fuel System at the Airport to ensure continued distribution of aviation fuel in the event of electrical power interruption and that the Port Authority and Operator wish to set forth the terms and conditions governing the Operator's purchase and installation of such an emergency generator and covering the payment for the costs thereof. Accordingly, it is hereby agreed:

(2) The term 'Emergency Generator Work' shall consist of all work necessary or appropriate for the purchase and installation in the Airport's aviation fuel storage facilities, at such location(s) as approved by the Port Authority, of one new 1750 KW emergency generator sufficient to ensure continued distribution of aviation fuel at the Airport through the System (as defined in the Agreement) in the event of electrical power interruption and including all necessary wiring, indication panels, and switch board modifications, and also including all final testing and approvals (said emergency generator being herein referred to as 'the Emergency Generator').

(b) The Operator shall perform the Emergency Generator Work at its sole cost and expense in accordance with the Alteration Application(s) as approved by the Port Authority.

(c) The Emergency Generator Work shall be done by the Operator strictly in accordance with the following further terms and conditions:

(1) The Operator hereby assumes, and shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Operator, of any contractors of the Operator, of the Port Authority, or of third persons, or from acts of God or of the public enemy, or otherwise, excepting only risks which result solely from affirmative wilful acts done by the Port Authority subsequent to the commencement of the Emergency Generator Work:

(i) The risk of loss or damage to all such Emergency Generator Work prior to the completion thereof and the risk of loss or damage of any property of the Port Authority arising out or in connection with the performance of the Emergency Generator Work. In the event of such loss or damage, the Operator shall forthwith repair, replace and make good the Emergency Generator Work and the property of the Port Authority without cost or expense to the Port Authority;

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the Emergency Generator Work. The Operator shall indemnify the Port Authority, its Commissioners, officers, agents and employees for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of all claims and demands, just or unjust, by third persons (including employees, officers and agents of the Port Authority) against the Port Authority, its Commissioners, officers, agents and employees arising or alleged to arise out of the performance of the Emergency Generator Work. The Operator shall indemnify the Port Authority, its Commissioners, officers, agents and employees against and from all such claims and demands, and for all loss and 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. If so directed, the Operator 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 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, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

(2) The Operator shall submit to the Port Authority for its approval an Alteration Application or Applications, in the form supplied by the Port Authority and containing such terms and conditions as the Port Authority may include, setting forth in detail and by appropriate plans and specifications the Emergency Generator Work proposed by the Operator, and the manner of and time periods for performing the same. It is recognized that the Operator has prior to the execution of Supplemental Agreement No. 15 to the Agreement submitted to the Port Authority for Port Authority approval Alteration Application No. N-2470 with respect to the Emergency Generator Work. The Operator shall comply with all the terms and provisions of the approved Alteration Application(s). In the event of any inconsistency between the terms of any Alteration Application and the terms of this Agreement, the terms of this Agreement shall prevail and control. The Operator shall also comply with all applicable governmental laws, ordinances, orders, enactments, resolutions, rules and directives. The data to be supplied by the Operator shall describe in detail the Emergency Generator Work. The Operator shall be responsible at its sole cost and expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the Operator's Emergency Generator Work. The plans and specifications to be submitted by the Operator to the Port Authority shall bear the seal of a qualified architect or professional engineer and shall be in sufficient detail for a contractor to perform the work. The Operator shall not engage any contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor has been approved by the Port Authority and the Operator upon request will furnish the Port Authority with a copy of each of its proposed contracts with its contractors. The Operator shall include in any such contract or subcontract such provisions as required by this Agreement and also such other provisions as the Port Authority may

require. The Operator shall file with the Port Authority a copy of its contracts and subcontracts covering the Emergency Generator Work or any portion thereof. The Operator or its contractors and subcontractors shall obtain and maintain in force such insurance coverages and performance bonds in such amounts as the Port Authority may specify. All of the Emergency Generator Work hereunder shall be done in accordance with the said Alteration Application(s) and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the said work and after the completion thereof and the Operator shall redo or replace at its own expense any of said work not done in accordance therewith. Upon approval of such plans and specifications by the Port Authority, the Operator shall proceed diligently at is sole cost and expense to perform the Emergency Generator Work.

(3) All Emergency Generator Work, including workmanship and materials, shall be of first class quality. The Operator shall complete the Emergency Generator Work no later than ~~April 30, 1997~~ July 30 1997.

(4) Upon completion of the Emergency Generator Work the Operator shall supply the Port Authority with as-built plans and drawings in form and number requested by the Port Authority. Notwithstanding the submission by the Operator to the Port Authority of the contracts to be entered into by the Operator 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 the Operator or to any contractors engaged by the Operator or to others in connection with any proposed or actual contracts entered into by the Operator for the Emergency Generator Work or for any other matter in connection therewith and the Operator hereby releases and discharges the Port Authority, its Commissioners, officers, representatives and employees of and from any and all liability, claim 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 Emergency Generator Work by the Operator or pursuant to the contracts between the Operator and its contractors.

(5) The Operator shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the Emergency Generator Work; and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. The Operator shall indemnify the Port Authority against all claims, damages or losses that may arise or result therefrom, including interest thereon, and costs and expenses including attorneys' fees and penalties or fines. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the fuel storage facilities, the System or the Airport, or any portion thereof nor to create any rights in said third persons against the Port Authority.

(6) The Operator in its own name as insured and including the Port Authority as an additional insured shall procure and maintain Comprehensive General Liability insurance, including but not limited to premises operations, products-completed operations,

explosion, collapse and underground property damages, personal injury and independent contractors, with a broad form of property damage endorsement, with a contractual liability endorsement covering the obligations assumed by the Operator pursuant to subparagraph (1) of this paragraph (c), and Comprehensive Automobile Liability insurance covering owned, non-owned and hired vehicles, which policies of insurance shall be in addition to all policies of insurance otherwise required by the Agreement or the Operator may provide such insurance by requiring each contractor engaged by it for the Emergency Generator Work to procure and maintain such insurance including such contractual liability endorsement, said insurance, whether procured by the Operator or by the 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 Operator or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. The said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Operator thereunder with respect to any claims or actions against the Operator by a third person shall pertain and apply with like effect with respect to any claim or action against the Operator by the Port Authority, but such endorsement shall not limit, vary or affect the protections afforded the Port Authority thereunder as an additional assured. The said Comprehensive General Liability insurance policy shall have a limit of not less than $10,000,000 combined single limit per occurrence for bodily injury and property damage liability, and said Comprehensive Automobile Liability policy shall have a limit of not less than $25,000,000 combined single limit per accident for bodily injury and property damage liability.

(7) As to the insurance required herein, 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. 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, 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, if required, shall be delivered to the Port Authority at least fifteen (15) days prior to the Completion Date as defined in subparagraph (10) below. 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 Operator 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 anytime so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

(8) The Operator shall be solely responsible for the plans and specifications used by it, and for the adequacy or sufficiency of such plans, specifications and all the improvements, alterations, installations and decorations depicted thereon or covered thereby, regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligations or liabilities in connection with the performance of the improvements, alterations, decorations and installations constituting the Emergency Generator Work , whether performed by the Operator or on its behalf, or the contracts for the performance thereof entered into by the Operator. Any warranties extended or available to the Operator in connection with the Emergency Generator Work shall be for the benefit of the Port Authority as well as the Operator.

(9) Title to the Emergency Generator Work shall pass to the Port Authority as the same or any part thereof is erected upon or affixed to fuel storage facilities, the System, the land or to any existing structures.

(10) When the Emergency Generator Work has been completed, the Operator shall deliver to the Port Authority a certificate to such effect signed by an authorized officer of the Operator and also signed by the Operator's licensed architect or engineer certifying that the Emergency Generator Work has been performed in accordance with the approved Alteration Application(s) and the approved plans and specifications, data and materials forming a part thereof and the provisions of this Agreement and in compliance with all applicable laws, ordinances and governmental rules, regulations, orders and directives. Thereafter the Emergency Generator Work will be inspected by the Port Authority and if the same has been completed as certified by the Operator and the Operator's licensed architect or engineer, as aforesaid, a certificate to such effect shall be delivered to the Operator by the Port Authority subject to the condition that all risks thereafter with respect to the Emergency Generator Work and any liability therefor for negligence or other reason shall be borne by the Operator. The date specified in such certificate or the date of delivery of such certificate to the Operator, whichever is later, shall constitute the 'Completion Date' for purposes of this Agreement.

(d) As used herein the term 'the Cost of the Emergency Generator Work' shall mean the sum of the following actually paid or incurred by the Operator to the extent that the inclusion of the same is permitted by generally accepted accounting principles consistently applied:

(i) the Operator's payments to independent contractors for work actually performed in connection with the Emergency Generator Work;

(ii) the Operator's payments to independent contractors for equipment, supplies and materials actually furnished in connection with the Emergency Generator Work;

(iii) the Operator's payments for engineering services which for the purposes of this Agreement shall mean all amounts actually paid and costs incurred for engineering, architectural, professional and consulting services and supervision of construction for the Emergency Generator Work; provided, however, that payments under this item (iii) along with items (i), (ii) and (iv) hereof shall not exceed $769,500.00;

(iv) the Operator's payments of premiums for performance bonds and for liability insurance, in effect during the period of construction only;

(v) liquidated overhead in the amount of ten percent (10%) of the sum of the preceding items (i) through (iv) and (vi) in lieu of actual costs incurred by the Operator , but solely during the period of construction, for its administration and overhead and fee in connection with the Emergency Generator Work; provided that said amount shall not exceed a maximum of $142,000; and

(vi) a maximum of $38,000 with respect to all actual payments made under the preceding items (i) through (v) arising as a result of change orders to the original contract(s) with the Operator's contractors authorized by the Port Authority.

The sum of the costs approved under items (v) and (vi) of this subparagraph shall not exceed 19% of the sum of the costs under items (i), (ii), (iii) and (iv); if in fact there is any such excess, such excess shall not be a part of the cost incurred by the Operator in the performance of the Emergency Generator Work for the purposes of this Article. No payment or payments on account of administrative or other overhead costs shall be included in the Cost of the Emergency Generator Work in excess of the amount set forth in item (v) above whether or not allocated to the Cost of the Emergency Generator Work by the Operator's own accounting practices.

(e) The Port Authority shall reimburse the Operator for the Cost of the Emergency Generator Work, as follows:

(1) (i) The Operator shall periodically during the performance of the Emergency Generator Work deliver to the Port Authority certificates which shall be signed by a responsible fiscal officer of the Operator, sworn to before a notary public and which shall set forth a representation by the Operator that it will apply the reimbursement payment only to the Cost of the Emergency Generator Work and for no other purpose whatsoever and shall contain and have attached thereto all of the certifications and other documentation and items required to be attached thereto as described in this Article ('Certificate'). Each such Certificate shall contain the Operator's certification as to each of the amounts, payments and expenses and costs contained therein and that the same constitute portions of the Cost of the Emergency Generator

Work in accordance with and as described and defined in paragraph (d) above. Each such Certificate shall also have attached thereto reproduction copies or duplicate originals of the invoices of the independent contractors of the Operator and for such invoices an acknowledgment by the said independent contractors of the receipt by them of such amounts and payments; contain the Operator's certification that the work for which payment is requested has been accomplished and that the amounts requested have been paid; set forth the total cumulative payments made by the Operator as aforesaid from the commencement of the Emergency Generator Work to the date of the Certificate; contain a certification by the Operator that each portion of the Emergency Generator Work covered by said Certificate has been performed strictly in accordance with the terms of this Agreement and the Alteration Application(s); have attached thereto accurate, readable and complete copies of all change estimates, change orders, extra work authorizations, design change authorizations, purchase orders in connection with the Emergency Generator Work; have attached thereto true copies of any and all reports and schedules of any type submitted or kept, or required to be submitted or kept, by the Operator or any contractor, architect, engineer or other consultant of the Operator; and have attached thereto true copies of the items described in and required under paragraph (ii) and (iii) below.

(ii) In addition to and without limiting any term or provision of this Agreement, it is hereby expressly agreed that the Port Authority shall have, and the Operator shall convey or cause to be conveyed to the Port Authority, full and unrestricted ownership (and free and clear of any and all security interests, liens, or other encumbrances) and all proprietary rights and interests in and to all documents produced for the design and construction of the Emergency Generator Work and each and every portion thereof, including without limitation drawings and specifications, work product, and the like, (including such which are or are to become the property of any 'Owner' named as such in such a contract or other agreements,)upon any payment made hereunder or otherwise therefore, or upon such earlier time or times as may be provided under the applicable contract(s)or other agreement(s), by the Port Authority for any item of the Emergency Generator Work, or applicable portion thereof, and each contract, purchase order, consultant agreement, architectural agreement, or any other type of agreement entered into by or on behalf of the Operator for the Emergency Generator Work or of any portion thereof shall reflect and or provide for the foregoing. It is further hereby expressly agreed that if the applicable contract or other agreement gives to the Operator any such rights of ownership that the same shall be deemed given to the Port Authority automatically without the requirement for any execution of any further documentation. The Operator shall and hereby agrees, without limiting the foregoing, to execute and all documents which may be required by the Port Authority to transfer or evidence such ownership and proprietary rights of the Port Authority.

(iii) Without limiting any of the foregoing provisions, the Operator hereby expressly represents and warrants to the Port Authority and the Operator shall require that the Operator's contractors also represent and warrant to the Port Authority that title to the Emergency Generator Work and the Emergency Work shall vest in the Port Authority as the same (or any component thereof, as to such component) is erected, constructed or installed at the fuel storage

facilities; or upon payment by the Port Authority to the Operator of a reimbursement payment under this Article covering the same. The Operator further represents and warrants to the Port Authority and the Operator shall require the Operator's contractors to also represent and warrant to the Port Authority that title to the Emergency Generator Work and the Emergency Generator and each part and component thereof shall vest in the Port Authority as aforesaid free and clear of any lien, security interest or other encumbrance. Upon request of the Port Authority the Operator will execute a bill of sale or such other document of conveyance as the Port Authority may request to evidence title to the aforesaid items in the Port Authority (including a warranty of title to the Port Authority). Further, the Operator shall from time to time execute such other documentation as the Port Authority may require and prepare evidencing such title of the Port Authority, as herein provided.

(iv) The Certificate shall also contain such further information and documentation with respect to the Cost of the Emergency Generator Work as the Port Authority from time to time may require.

(2) Within thirty (30) days after the full execution of Supplemental Agreement No. 15 to this Agreement by the parties hereto with respect to all such Certificates previously submitted by the Operator, and thereafter within thirty (30) days after the delivery of a duly submitted Certificate by the Operator, the Port Authority shall pay to the Operator the amounts paid by the Operator for the Cost of the Emergency Generator Work during the period covered by such Certificate, as certified in such Certificate (but only to the extent that such amounts or any portion thereof have not theretofore been included in a prior Certificate) subject to the limitations stated in paragraph (f) below; provided, further, however, that the Port Authority shall retain from each such payment the amount of ten percent (10%) of such payment (the 'retainage'), with the release of such retainage to the Operator to be subject to subparagraph (4) below.

It is understood that at the election of the Port Authority no payment will be made if the Port Authority's inspection or audit does not substantiate the contents of any of said Certificates and until such matters have been resolved to the satisfaction of the Port Authority, but the Port Authority shall have no obligation to conduct any such inspection or audit at such time.

(3) The Operator shall set forth in its final Certificate its final statement of the Cost of the Emergency Generator Work and shall mark such final certificate as 'Final'. After submitting said final Certificate, the Operator shall submit no further Certificate hereunder with respect to the Cost of the Emergency Generator Work.

(4) Notwithstanding anything to the contrary above, neither the final reimbursement by the Port Authority to the Operator based on the Operator's Final Certificate nor the retainage shall become due to the Operator unless and until the Operator has, to the satisfaction of the Port Authority, fully complied with all of the terms of this Article and all other applicable terms of this Agreement; submitted to the Port Authority all certifications,

documentation and the like required under this Article; submitted such evidence of title to the Emergency Generator Work and the Emergency Generator to the Port Authority in accordance with the provisions of this Article, including without limitation any certifications, warranties, documentation, releases or waivers the Port Authority may require in connection therewith: and obtained the acceptance of the Port Authority of the Operator's completion of the Emergency Generator Work. No such final payment or release of the retainage by the Port Authority shall constitute any waiver of claims or release by the Port Authority against the Operator or any of its contractors, subcontractors, architects or others, nor any waiver of the Port Authority's rights of audit and inspection, nor any waiver of any other rights or remedies, legal or equitable, of the Port Authority.

(f) The entire obligation of the Port Authority under this Agreement to reimburse the Operator for the Cost of the Emergency Generator Work shall be limited in amount to a total sum of Nine Hundred Fifty Thousand Dollars and No Cents ($950,000.00), provided, however, that such obligation shall be further limited in time to Emergency Generator Work covered by Certificates of the Operator in accordance with paragraph (e) above properly submitted by the Operator in accordance with and under said paragraph (e) on or prior to the Final Date as defined in said paragraph (e).

(g) The Port Authority shall have the right by its agents, employees and representatives to audit and inspect during regular business hours after the submission of the final Certificate called for in paragraph (e) hereof, the books and records and other data of the Operator relating to the Cost of the Emergency Generator Work, as aforesaid; it being specifically understood that the Port Authority shall not be bound by any prior audit or inspection conducted by it. The Operator agrees to keep such books, records and other data within the Port of New York District, but the Operator shall not be required to maintain any such books, records and other data for more than five (5) years after it has delivered the final Certificate called for under paragraph (e) above."

2. The fifth sentence of Article XXV-B of the Agreement, as previously amended, is hereby further amended to read as follows:

" 'Meaningful participation' shall mean that at least seventeen percent (17%) of the total payments made by the Operator under the Agreement to its vendors (including but not limited to, purchase orders), suppliers, contractors and subcontractors are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which not less than twelve percent (12%) thereof shall be for the participation of Minority Business Enterprises and not less than five percent (5%) shall be for the participation of Women-owned Business Enterprises."

3. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the

Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Articles V and XX of the Agreement.

4. By executing this Supplemental Agreement, the Operator and each such person signing on behalf of the Operator certifies that the Operator and each parent and/or affiliate of the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred, or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b), and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification different from those set forth in the Agreement or this Supplemental Agreement; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government;(i) 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 investigate agency; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff, or equipment with any business entity.

The foregoing certifications as to (a) through (k) shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certifications shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.) the following terms shall mean:

Affiliate - An entity in which the parent of the Operator owns more than fifty percent

of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the Operator also owns more than fifty percent of the voting stock.

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

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil antitrust investigations, the term does not include inquiries made by any civil government agency concerning the 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, or local inquiries into tax returns.

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

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

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the Operator and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individuals providing services to the Operator or if such services are provided on an alternating or interchangeable basis between the Operator and the other business(es) or not-for-profit organizations(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment should be considered to be shared whenever the Operator shares the ownership and/or the use of any equipment with any other business or

not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not for-profit organization, the Operator has entered into a formal lease for use of the equipment and exercises exclusive use of the equipment; or when the Operator owns equipment that it has formally leased to another business or not-for-profit organization, and for the duration of such lease the Operator has relinquished all right to the use of such leased equipment.

5. By executing this Supplemental Agreement, the Operator and each person signing on behalf of the Operator certifies that: (a) the Operator has not made any offers or agreements or given or agreed to give anything of value (see definition of 'anything of value' appearing in the Paragraph 6 below) or taken any other action with respect to any 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 effective April 26, 1980 (a copy of which is available upon request), nor does the Operator have any knowledge of any act on the part of the Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said Code; and (b) no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certifications as to "(a) and "(b)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made only with respect to the Operator itself, but also with respect to each parent, affiliate, director and officer of the Operator, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Operator with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certifications as the act and deed of the corporation.

The foregoing certifications shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will reply on its truth and accuracy in entering into this Supplemental Agreement. In addition, the Operator is advised that knowingly providing a false certification 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.)

6. During the term of the Agreement, the Operator shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing 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 of such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, of duties on behalf of the Port Authority, whether or not such duties are related to this Agreement or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Agreement.

As used herein of value shall include but not be limited to any gift, gratuity, money, goods, equipment, services, meals, entertainment, lodging, transportation, discounts not available to the general public, favors, loans or the cancellation thereof, preferential treatment or business opportunity. It shall also include an offer of employment or the use of confidential information described by the Code of Ethics dated as of March 17, 1980 (a copy of which is available upon request to the Office of the Secretary of the Port Authority); such term shall not include compensation contemplated by this Agreement or any other Port Authority contract. The contractor shall include the provisions of this clause in each subcontract entered into under this Agreement

7. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorneys fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

8. As hereby amended, all the terms, provisions, covenants and conditions of the Agreement shall be and continue in full force and effect.

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

10. This Supplemental Agreement together with the Agreement to which it is supplementary constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by an instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority

unless expressed in writing in the Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents as of the date first written above.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:

(Title): Gary L. Davis, Manager ~~Business Development and~~ Compliance Division Aviation Department

(Seal)

ATTEST:

Secretary

OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By:

(Title): Vice President

(Corporate Seal)

OGDEN CORPORATION, as Guarantor pursuant to its Contract of Guaranty hereby consents, accepts and agrees to the terms and conditions of the Agreement as amended and supplemented by this Supplemental Agreement

OGDEN CORPORATION

By:

(Title) Vice President

(Corporate Seal)

APPROVED:

FORM	TERMS

ATTEST:

Secretary

CSL-61273;- Ack. N.J.; Corp. & Corp.

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

On the 18th day of Feb, 1998, before me, the subscriber, a notary public of New York, personally appeared Gary I Davis the Manager, BDFC of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Commissioners.

Karen E. Eastman
(notarial seal and stamp)

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

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

On the 28 day of August, 1997, before me, the subscriber, a Notary Public, personally appeared Bruce R. Ashley the Vice President of OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC., who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Directors.

Cynthia Simmons
(notarial seal and stamp)

CYNTHIA SIMMONS
Notary Public, State of New York
No. 03-4778559
Qualified in Westchester County
Commission Expires April 30, 199_1

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

On the 28 day of August 1997, before me, the subscriber, a Notary Public, personally appeared Philip G. Husby the Vice President of OGDEN CORPORATION, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Directors.

Cynthia Simmons
(notarial seal and stamp)

CYNTHIA SIMMONS
Notary Public, State of New York
No. 03-4778559
Qualified in Westchester County
Commission Expires April 30, 199_1

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AVIATION DEPT.
FILE COPY

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

Port Authority Agreement No. **AN-652**
Newark International Airport
Supplement No. 16

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the 1st day of May 1997 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as "the Port Authority") and OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (formerly named Ogden Allied Aviation Service Company of New Jersey, Inc. and formerly named Allied Aviation Service Company of New Jersey, Inc. and hereinafter referred to as "the Operator"), a corporation organized and existing under the laws of the State of New Jersey,

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985, May 1, 1988, October 31, 1988, May 1, 1991 , October 31, 1991, April 30, 1994 and July 1, 1996 being hereinafter collectively called "the Agreement"), the Operator agreed among other things to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport (hereinafter called the "Airport"); and

WHEREAS, the Port Authority and the Operator desire to extend the effective period of the Agreement and to amend the Agreement in certain respects, as hereinafter provided:

NOW, THEREFORE, the Port Authority and the Operator hereby agree, effective as of May 1, 1997, as follows:

1. The effective period of the Agreement is hereby extended to and including April 30, 2000, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement as heretofore amended is hereby further amended to read as follows:

"(3) Four percent (4%) of the sum of items (1)and (2) above, up to a total of $90,000 for the period from May 1, 1997 to April 30, 2000, but in no event to exceed a total of $30,000 in any fiscal contract year during said period; and".

3 Article XII of the Agreement as previously amended, is hereby further amended to read as follows:

"Article XII. Method of Payments to the Operator

(A) Projected Costs: For purposes of this Agreement the Operator has submitted to the Port Authority projections of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder; such projections for each fiscal contract year during the period May 1, 1997 through April 30, 2000 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit Z:97A' and are hereinafter called 'the Projected Costs'; provided, however, that payments of Projected Costs and monthly Projected Costs under Paragraph (C) hereof shall not include the amount set forth in Exhibit Z:97A (or any other amount) for 'Labor Contingency'. Such projections for each month of the fiscal contract year commencing May 1, 1997 and ending April 30, 1998 are also shown on Exhibit Z:97A (page 2) and said monthly breakdown of the Projected Costs are herein called the 'monthly Projected Costs'). It is expressly understood and agreed that the Projected Costs set forth in said Exhibit Z:97A for the fiscal contract year commencing May 1, 1998 and ending April 30, 1999 (herein referred to as 'the 1998-99 contract year') and for the fiscal contract year commencing May 1, 1999 and ending April 30, 2000 (herein referred to as 'the 1999-2000 contract year') shall be subject to further review and adjustment by the Port Authority as follows:

(1) Annual Review and Adjustment: With respect to the 1998-99 contract year, the Operator, on or before February 28, 1998 shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:97A for the 1998-99 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of the specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year; it being understood that there shall be no

increase in the Operator's fixed annual management fee, denominated as 'Margin' on Exhibit Z:97A. With respect to the 1999-2000 contract year, the Operator, on or before January 31, 1999, shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:97A for the 1999-2000 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year; it being understood that there shall be no increase in the Operator's fixed management fee, denominated as 'Margin' on Exhibit Z:97A. In the event the Operator desires to revise the Projected Costs for the 1998-99 contract year or the 1999-2000 contract year, as the case may be, it shall submit with the said notice its proposed projections of costs for the 1998-99 contract year or the 1999-2000 contract year, as the case may be, in the same form as Exhibit Z:97A and with the exact same types of specified costs but with the desired revised amounts. The Operator shall also include with each of the aforesaid notices a monthly breakdown of the Projected Costs for the respective fiscal contract year in the same form as Exhibit Z:97A (page 2) showing both the breakdown of said Projected Costs as the same are set forth in Exhibit Z:97A (page 1) and also based on the proposed revisions (revised amounts only) thereto.

After its receipt of the Operator's notice, the Port Authority shall review the proposed projected costs for the 1998-99 contract year or the 1999-2000 contract year, as the case may be, whether based on those set forth in Exhibit Z:97A or on proposed revisions submitted with the Operator's notice. In the said review of said projected costs, the Port Authority and the Operator agree to consult with each other in good faith, and, if appropriate, to meet to discuss possible adjustments to said proposed projected costs. The Operator shall have the right to present to the Port Authority all appropriate materials in support of the Operator's proposed revisions, the Port Authority agreeing to give a full and fair review to all such revisions and supporting materials provided the same are timely submitted during the period for Port Authority review as described herein.

No later than sixty (60) days after its receipt from the Operator of the aforesaid notice and after the Port Authority's aforesaid review has been completed, the Port Authority shall advise the Operator of the Port Authority's election:

(i) to continue with the Projected Costs for the 1998-99 contract year, or the 1999-2000 contract year, as the case may be, as the same are set forth in Exhibit Z:97A; or

(ii) to accept the proposed revisions as submitted by the Operator with its aforesaid notice; or

(iii) to adjust the proposed revisions as submitted by the Operator with

its aforesaid notice; or

(iv) to adjust the Projected Costs as the same are set forth in Exhibit Z:97A for the said contract year (whether or not the Operator has submitted proposed revisions to said Projected Costs with its aforesaid notice).

In the event the Port Authority elects to continue with the Projected Costs for the 1998-99 contract year as the same are set forth in Exhibit Z:97A, Exhibit Z:97A shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:97A (page 3); and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 1998-99 contract year. In the event the Port Authority elects to continue with the Projected Costs for the 1999-2000 contract year as the same are set forth in Exhibit Z:97A, Exhibit Z:97A shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs shall be attached to the Port Authority's notice and labeled as Exhibit Z:97A (page 4); and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 1999-2000 contract year.

With respect to the 1998-99 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:98A containing the new amounts for the 1998-99 contract year and which from and after May 1, 1998 shall be deemed to be substituted in lieu of Exhibit Z:97A attached hereto, but solely with respect to said contract year. With respect to the 1999-2000 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:99A containing the new amounts for the 1999-2000 contract year and which from and after May 1, 1999 shall be deemed to be substituted in lieu of Exhibit Z:97A attached hereto, but solely with respect to said contract year.

It is understood and agreed that any revision to the Projected Costs as above provided shall not increase the amount of the Operator's annual fixed fee (as defined in Paragraph (E) below).

(2) It is understood and agreed that the Port Authority and the Operator in the above-provided review and adjustment procedure for determining the Projected Costs for the 1998-99 and 1999-2000 contract years shall consider the forecasts of

estimated activities of the users of the System for each of the aforesaid contract years.

(3) The term 'Projected Costs' as used in this Agreement shall be deemed to include the monthly Projected Costs with respect to the applicable fiscal contract year. With respect to the 1998-99 contract year and the 1999-2000 contract year, in the event the Port Authority elects items (ii), (iii), or (iv) of subparagraph (1) above, the terms 'Projected Costs' and 'monthly Projected Costs' as used in this Agreement shall mean the projection of specified costs as shall be set forth in the revised and relabelled Exhibit Z:97A attached to the Port Authority's notice for the respective contract year as described above.

(4) Copies of the notices described in subparagraph (1) above may also be sent by the Port Authority to each of the Airline Lessees (as said term is defined in Article XXV hereof).

(B) (1) It is understood and agreed that there shall be deemed included in the Projected Costs and in the Actual Costs as hereinafter defined, and in the payments to the Operator under Paragraph (C) (3) of this Article XII the following:

(i) The Operator's costs with respect to the fuel expenses mentioned in paragraph (f) of Article III;
(ii) The Operator's costs with respect to the other equipment mentioned in paragraph (1) of Article IX amortized over an appropriate period;
(iii) The Operator's costs with respect to repair and maintenance of the Building as described in paragraph (e) of Article VIII;
(iv) Interest at the rate of four percent (4%) per annum with respect to the interim monthly amortization amount as set forth in Article VIII, it being recognized that said 4% interest is in excess of the six percent (6%) rate specified in Article VIII.
(v) The Operator's costs of insurance with respect to the insurance requirements described in paragraph (g) of Article VIII, in paragraph (h) of Article IX, in paragraphs (b), (c) and (d) of Article XIII and in paragraph (g) of Article IX-A;
(vi) The Operator's costs with respect to its obligations and services pursuant to Article XV;
(vii) The Operator's costs with respect to all parts, equipment, materials, tools and supplies for the hydrant carts and the Operator's costs with respect to the fuel expenses for said hydrant carts, as mentioned in paragraph (a) of Article III of the Agreement, as amended; it being expressly understood, however, that the inclusion of the said Operator's costs in the Projected Costs and in the Actual Costs and in the payments to the Operator based on the same shall have effect from May 1, 1997 and shall be of prospective effect solely, and, further, that neither the said inclusion, nor anything contained in the

Agreement, as amended, shall or shall be deemed to alter, modify, change, waive or prejudice in any way the rights of the Port Authority under the Agreement to disallow the inclusion of any of the said Operator's costs in the Projected Costs or the Actual Costs for any period prior to May 1, 1997; and

(viii)The Operator's costs with respect to the operation, maintenance and repair of the Supplemental Service Fleet or any fueling truck forming a part thereof, of any nature whatsoever, including insurance, pursuant to Article IX-A hereof.

(2) It is specifically understood and agreed that the Projected Costs and the Actual Costs, as hereinafter defined, do not include and shall not be deemed to include any costs with respect to any of the following:

(i) The reimbursable items as defined in paragraph (a) of Article III;
(ii) The reimbursable utilities as defined in paragraph (a) of Article III;
(iii) The reimbursable services as defined in paragraph (c) of Article III;
(iv) The reimbursable maintenance cost as defined in paragraph (d) of Article III;
(v) The interim monthly amortization amounts as defined in paragraph (f) of Article VIII;
(vi) The specialized equipment as defined in paragraph (k) of Article IX;
(vii) Any of the obligations imposed on the Operator pursuant to paragraph (h) of Article III, Article VII, paragraph (c), (h) and (k) of Article VIII and Article XXI;
(viii) The obligations of the Operator under Article XXXIII of this Agreement.

The monthly payments of Projected Costs and Actual Costs, as hereinafter defined, to be made by the Port Authority under Paragraph (C) (3) of this Article XII shall not include any of the foregoing items. Projected Costs and Actual Costs, as hereinafter defined, shall not include and shall not be deemed to include any other obligations of the Operator which are to be solely and fully borne by the Operator, including without limitation the obligations of the Operator under paragraph (a) of Article XIII hereof.

(3) It is expressly understood and agreed that the Projected Costs and Actual Costs, as hereinafter defined, upon which the Port Authority's payments under this Paragraph (C) hereof are based, are and shall be limited to those types of specified costs set forth in Exhibit Z:97A attached hereto and that no payments of Projected Costs and Actual Costs shall be made to the Operator by the Port Authority for any type or types of costs other than those set forth in Exhibit Z:97A as herein provided.

(C) (1) Monthly statements: Not later than the 15th day of May 1997 and not later than the 15th day of each and every month thereafter during the effective period of this Agreement, including the month following the expiration or earlier termination thereof, the Operator shall certify to the Port Authority by means of a sworn statement of a responsible fiscal officer of the Operator the following (in each case with all sufficient details, itemization, identification of the users of the System and corresponding gallonage):

(a) The number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users other than Fixed Base Operator(s) during the preceding calendar month;

(b) The number of gallons of aviation fuel delivered by the Operator into the fuel trucks of each Fixed Base Operator during the preceding calendar month;

(c) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each Fuel Storage Permittee during the preceding calendar month;

(d) The number of gallons of aviation fuel received from each Fuel Storage Permittee which is not an Aviation Fuel Supplier during the preceding calendar month;

(e) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Airline Customer of each Aviation Fuel Supplier during the preceding calendar month;

(f) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Fuel Storage Permittee during the preceding calendar month;

(g) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each of its customers who are general aviation aircraft operators during the preceding calendar month;

(h) The total number of gallons of aviation fuel received by the Operator into the fuel storage facilities of the System during the preceding calendar month.

The statement covering item (b) shall also be delivered to the Fixed Base Operator; the statements covering items (c) and (d) shall also be delivered to each Fuel Storage Permittee, and when such Permittee is a Supplier, the statement shall individually list each Fuel Storage Permittee and each Airline Customer for whom the receipt and/or delivery of the aviation fuel has been made; the statement covering item (e) shall also be

supplied to each Airline Customer as to deliveries to its aircraft; the statements covering item (f) shall also be delivered to each Fuel Storage Permittee.

Each of the monthly statements of the Operator to be submitted to the Port Authority as described in this Paragraph (C) are herein sometimes referred to as the 'Operator's monthly statement.'

(2) Monthly statements: Actual Costs/Monthly Comparison to Projected Costs:

The Operator's monthly statements to be submitted by the Operator to the Port Authority hereunder shall also include a statement certified and sworn to by a responsible fiscal officer of the Operator setting forth the amounts of all of the actual costs of the types specified in the Operator's Projected Costs as shown in Exhibit Z:97A actually incurred by the Operator during the immediately preceding calendar month in the performance of the operations and services to be performed by the Operator hereunder (the 'Actual Costs').

Each of the said Operator's monthly statements shall also list individually the Actual Costs with respect to the items named in Exhibit Z:97A and shall indicate any variance between the Actual Costs and the Projected Costs for the said immediately preceding calendar month.

Each of the said Operator's monthly statements shall also set forth the monthly Projected Costs for the month in which the statement is submitted (hereinafter referred to as 'the monthly Projected Costs for the current month') based on the said Exhibit Z:97A and, in the event said Exhibit is revised for the 1998-99 or 1999-2000 contract years in accordance with the provisions of Paragraph (A) above, based on the revised version or versions of the Exhibit Z:97A.

The portion of each of Operator's monthly statement which sets forth the variance between individual Actual Costs and individual Projected Costs, as described shall also be sent by the Operator to each of the Airline Lessees.

(3) Monthly payments:

The Port Authority, no later than ten (10) days immediately following its receipt of the Operator's monthly statement for the immediately preceding calendar month, shall pay to the Operator:

(i) the monthly Projected Costs for the current month;
(ii) the current month's installment of the Operator's annual fixed fee, as hereinafter defined in Paragraph (E) below;

(iii) Subject to and without limiting the provisions of paragraph (G) of this Article XII and the provisions of Article XXVIII hereof, it is understood and agreed that in the event the Operator's Actual Costs for the calendar month immediately preceding the current month exceed the monthly Projected Costs for the said immediately preceding calendar month, as certified in the Operator's monthly statement for the current month, the Port Authority's payment hereunder shall include an additional adjustment amount equal to the amount constituting the difference between said Actual Costs for the said month and said monthly Projected Costs; and that in the event the Actual Costs for the calendar month immediately preceding the current month were less than the monthly Projected Costs for said immediately preceding month, the Port Authority shall credit against its payment obligations hereunder the full amount of said difference, with the said credit or credits for each such month to continue until the same are exhausted.

It is specifically understood and agreed that the amount set forth in Exhibit Z:97A (or any other amount) for 'Labor Contingency' shall not be included in Port Authority payments of Projected Costs and such amount is to be payable by the Port Authority only if and to the extent actually expended by the Operator and includible in Actual Costs hereunder.

(D) The Operator agrees:

(1) to maintain, in accordance with accounting practices acceptable to the Port Authority, records and books of account recording all of its transactions hereunder, which records and books of account shall be kept at all times within the Port of New York District during the effective period of this Agreement and for seven (7) years after the expiration or earlier revocation or termination thereof (and if material to litigation initiated within that time said records and books of account shall be preserved until the final determination of the controversy), and which records and books of account shall show (i) the basis and all supporting documents for each and every statement required to be furnished hereunder by the Operator; (ii) the costs of the Operator of conducting all of its operations hereunder, the revenues of whatever kind or nature from such operations, the method of amortizing and depreciating costs of whatever kind or nature and the resulting profit (or loss) to the Operator from the operations hereunder; (iii) all of the actual costs; (iv) the basis and all supporting documents for each and every statement and certification submitted by the Operator under the Costs Savings Incentive Program as described in Paragraph (F) below; (v) such other information as the Port Authority may from time to time request; (vi) and date and nature of each item of service, repair and maintenance provided by the Operator with respect to the System, including without limitation the hydrant carts, and the fuel trucks comprising the Service Fleet pursuant to Article IX of this Agreement, and the fueling trucks supplied by the Port Authority pursuant to Article IX-A of this Agreement, and the Building pursuant to

Article VIII hereof;

(2) to permit during ordinary business hours the examination and audit by the officers, employees and representatives of the Port Authority of the aforesaid records and books of account required to be maintained by the Operator;

(3) to permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Operator, including without limitation thereto, any metering or measuring devices;

(4) to install and use such measuring and metering devices, invoicing machines and other equipment or devices for recording quantities received and quantities delivered as may be appropriate to the business of the Operator and necessary or desirable to keep accurate records;

(5) to furnish to the Port Authority at such time as the Port Authority may from time to time and at any time request a sworn statement of a responsible fiscal officer of the Operator setting forth in such detail as requested by the Port Authority and covering the twelve-month period immediately preceding the date of the request the information required to be shown under subparagraph (1) of this Paragraph (D) of this Article XII; and

(6) to permit a semi-annual review by the Port Authority and representatives of the Airline Fuel Committee ((as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof) of the Operator's Projected Costs and Actual Costs (without limiting any other term or provision of this Agreement).

(E) The Operator's annual fixed fee: For each of the three fiscal contract years during the period commencing May 1, 1997 and expiring April 30, 2000 the Operator's annual management fee ('the Operator's annual fixed fee') shall be in the amount of Six Hundred Eighty Thousand Dollars and No Cents ($680,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Margin' on Exhibit Z:97A attached hereto.)

(F) 'Costs Savings Incentive Program' :

(1) (a) It is intended that the Operator will, during the period May 1, 1997 through April 30, 2000 of the term of this Agreement, use its best efforts to develop costs savings ideas for the achievement of the reduction in Actual Costs (as defined in Paragraph (C) (2) above) of items of costs set forth in Exhibit Z:97A and that the Operator shall do so without limiting, diminishing, compromising or impairing its

operations, services, standards and duties, responsibilities and obligations under this Agreement or the integrity, reliability or safety of the System ('Costs Savings Idea'). Within sixty days after the end of the 1997-98 contract year and within sixty days after the end of the 1998-99 contract year and at the same time that the Operator submits the statement required under Paragraph (H) hereof, the Operator shall submit to the Port Authority the Operator's written proposal for the adoption of the Operator's Costs Savings Idea, which writing shall be signed by a responsible fiscal officer of the Operator, and is herein referred to as the 'Operator's Costs Savings Certification'. The Operator shall set forth in the Operator's Costs Savings Certification the full description of each such Costs Savings Idea and the Operator's certification and request to the Port Authority for its consideration as to the eligibility of such Costs Savings Idea for a Costs Savings Incentive Payment. Port Authority consideration of each such Costs Savings Idea will be made, in consultation with the Airline Fuel Committee (as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof). The Operator's Costs Savings Certification shall include and be accompanied by such documentation as is necessary to demonstrate to the satisfaction of the Port Authority, in consultation with said Airline Fuel Committee, that such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator; that said such Costs Savings Idea was directly and solely the cause of a reduction in an item or items of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year. The Operator's Costs Savings Certification shall clearly set forth the amount and calculation of said costs savings reduction. Further, the Operator's Costs Savings Certification shall also include the Operator's certification that each such Costs Savings Idea is and shall be in compliance with the terms and provisions of this Agreement and in compliance with all applicable laws, ordinances, governmental rules, regulations, permits, licenses and orders; and that each such Costs Savings Idea will be incorporated into and reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year. Further, the Operator's Costs Savings Certification shall also include the Operator's certification that all of the criteria set forth in subparagraph (b) below have been satisfied.

(b) After its receipt of the Operator's Costs Savings Certification, the Port Authority in consultation with the Airline Fuel Committee will determine the eligibility of the same for Costs Savings Incentive Payment and the amount thereof : it being understood and agreed that said determination of the Port Authority shall be controlling and final. Eligibility of a Costs Savings Idea included in the Operator's Costs Savings Certification for Costs Savings Incentive Payment and the amount thereof will be determined using the following general criteria: the achievement of the reduction in total Actual Costs of items set forth in Exhibit Z:97A without limiting, compromising or impairing the Operator's operations, services, standards and duties and obligations

under this Agreement or the integrity, reliability or safety of the System; whether such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator; whether such Costs Savings Idea was directly and solely the cause of a reduction in an item or items of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year; computability and verification, by documentation and otherwise, of the amount of said costs savings reduction; whether each such Costs Savings Idea will be incorporated into and will reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year; and whether said costs savings reduction amount is based on items of costs actually incurred by the Operator for the preceding contract year. 'Costs Savings Amount' shall mean the amount, if any, determined by the Port Authority, as aforesaid, as eligible for a Costs Savings Incentive Payment in accordance with the terms hereof.

Anything to the contrary notwithstanding, a Costs Savings Idea shall not be implemented or submitted by the Operator or be eligible for consideration for a Costs Savings Incentive Payment if the same would be violative of any of the terms and provisions of this Agreement or violative of or not in compliance with any applicable law, ordinance, governmental rule, regulation, permit, license or order, or of any Port Authority rule, regulation or policy.

(c) 'Costs Savings Incentive Payment' shall mean an amount equal to the product obtained from the following calculation:

(Costs Savings Amount - $25,000) × 50%=Costs Savings Incentive Payment; provided, however, that where such calculation produces a negative amount the Costs Savings Incentive Payment shall equal zero and no such Payment shall be made.

It is specifically understood and agreed that the amount set forth in Exhibit Z:97A (or any other amount) for 'Labor Contingency' shall not form the basis for, or be included in, any Costs Savings Amount or Costs Savings Incentive Payment.

(2) (a) In the event, and solely in the event, that the Port Authority determines that a Costs Savings Idea is eligible for a Costs Savings Incentive Payment in accordance with the foregoing provisions hereof, and subject to the additional conditions described in subparagraphs (b) and (c) below, the amount of the Costs Savings Incentive Payment shall be paid to the Operator not later than sixty (60) days following such determination; provided, however, that the foregoing or any Costs Savings Payment to be made shall not affect, reduce or diminish any amount to be credited to the Port Authority pursuant to the provisions of subparagraph (iii) of Paragraph (C) (3) above and the Port Authority shall have the right to apply such credits against any such Payment.

(b) Any Costs Savings Incentive Payment made by the Port Authority hereunder shall be subject to all rights of audit and inspection by the Port Authority as provided in this Agreement, including without limitation under Paragraph (D) of this Article XII and under Article XXVIII hereof, and it is further understood that at the election of the Port Authority no payment will be made if the Port Authority's inspection or audit does not substantiate the contents of any Operator's Costs Savings Certification and until such matters have been resolved to the satisfaction of the Port Authority, but the Port Authority shall have no obligation to conduct any such inspection or audit at such time.

(c) Each Costs Savings Idea determined by the Port Authority to be eligible for a Costs Savings Incentive Payment shall be incorporated by the Operator into its proposed revisions to Projected Costs under the provisions of Paragraph (A) (1) above for the fiscal contract year in which such payment was made and for each succeeding fiscal contract year, and into the Projected Costs and the Actual Costs for each of the said fiscal contract years; provided that the foregoing shall not limit or restrict the rights of the Port Authority under said Paragraph (A) (1) or under any other term or provision hereof. Without limiting any other rights or remedies of the Port Authority, in the event that a Costs Savings Idea upon which a Costs Savings Incentive Payment was made is not incorporated by the Operator in the Projected Costs and the Actual Costs for each of the aforesaid fiscal contract years, or in the event that such Costs Savings Idea does not reduce the Projected Costs and the Actual Costs for each of the said fiscal contract years in an amount in each such year equal to or greater than the Costs Savings Amount, the amount of the Costs Savings Incentive Payment made to the Operator shall be repaid by the Operator to the Port Authority on demand; provided that if the said reduction in the Projected Costs and the Actual Costs in any such fiscal contract year resulting from the Cost Savings Idea is less than the Cost Savings Amount, the Port Authority, in consultation with the Airline Fuel Committee, may take into consideration contributing facts or circumstances in computing the full amount of the said repayment obligation of the Operator. The Port Authority shall have the right to elect to credit the amount of any such repayment to be made by the Operator against the payment obligations of the Port Authority under the Agreement, with the said credit to continue until the full amount of the repayment is made.

(3) It is expressly understood and agreed that neither any determination made by the Port Authority hereunder nor any Costs Savings Incentive Payment nor any revisions to Projected Costs made or approved on the basis of the Costs Savings Incentive Program shall or shall be deemed to limit, modify, impair, waive, diminish or restrict any right or remedy of the Port Authority in law or equity, whether under this Agreement or otherwise, nor shall any of the same relieve or release the Operator from any of its obligations, duties, liabilities and responsibilities under this Agreement.

(G) Without limiting any other obligation of the Operator under

the Agreement, the Operator agrees that in any event it shall use its best efforts to keep its costs under this Agreement for each fiscal contract year as low as possible.

(H) Annual Statements: The Operator shall submit to the Port Authority within sixty (60) days after the end of each fiscal contract year or after the date of any earlier termination or revocation of this Agreement, an annual statement certified by a responsible fiscal officer of the Operator setting forth annual totals of the Actual Costs by the Operator for such fiscal contract year. The said annual statement shall list individually the Actual Costs with respect to the items set forth in Exhibit Z:97A and shall indicate any variance between the individual Actual Costs and the individual Projected Costs. The said annual statement shall also set forth the annual total of the result of the Operator's monthly comparison of the Projected Costs to the Actual Costs."

4. Article XVI entitled "Notices" shall be deemed amended as follows:

The words "or certified" shall be deemed inserted immediately after the word "registered" and before the word "mail" appearing in the seventh (7th) line thereof.

5. (a) Item III of paragraph (b) of Article XIII of the Agreement (as set forth in Supplement No. 6 of the Agreement) is hereby reinstated and reinserted into the Agreement and shall be deemed to be in full force and effect; and the Operator shall obtain and maintain in effect and pay the premiums on the policy of Environmental Impairment Liability Insurance as stated in and in accordance with and pursuant to said Article XIII of the Agreement. The Operator shall promptly upon, and not later than ten (10) days after, its execution of this Supplement No. 16 to the Agreement deliver to the Port Authority a certified copy of said Environmental Impairment Liability Insurance or a certificate or certificates evidencing the existence thereof in accordance with and subject to paragraph (e) of said Article XIII of the Agreement.

(b) Paragraph 5 of Supplement No. 14 of the Agreement shall be deemed deleted therefrom and of no further force or effect.

6. The Operator, pursuant to Article XXXII of the Agreement, as amended, has supported its performance under the Agreement with a contract of guaranty executed by its overall parent company, Ogden Corporation, (a copy of such current contract of guaranty being attached to Supplement No. 14 to the Agreement). The Operator shall, pursuant to Article XXXII of the Agreement, as amended, at all times during the effective period of the Agreement as hereby extended and amended maintain in full force and effect said Agreement of Guaranty executed by said Ogden Corporation, as attached to said Supplement No. 14 to the Agreement.

7. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified

employees in accordance with and pursuant to Articles V and XX of the Agreement.

8. By executing this Supplemental Agreement, the Operator and each such person signing on behalf of the Operator certifies that the Operator and each parent and/or affiliate of the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred, or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b), and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification different from those set forth in the Agreement or this Supplemental Agreement; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) 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 investigate agency; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff, or equipment with any business entity.

The foregoing certification as to "(a) "through "(k)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certifications shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.)

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

Affiliate - An entity in which the parent of the Operator owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the Operator also owns more than fifty percent of the voting stock.

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

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

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 antitrust investigations, the term does not include inquiries made by any civil government agency concerning the 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, or local inquiries into tax returns.

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

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

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not- for-prof it organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the Operator and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the Operator or if such services are provided on an alternating or interchangeable basis between the Operator and the other business(es) or not-for-profit organizations(s) . "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment should be considered to be shared whenever the

Operator shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not- for-profit organization, the Operator has entered into a formal lease for use of the equipment and exercises exclusive use of the equipment; or when the Operator owns equipment that it has formally leased to another business or-not-for-profit organization, and for the duration of such lease the Operator has relinquished all right to the use of such leased equipment.

9. By executing this Supplemental Agreement, the Operator and each person signing on behalf of the Operator certifies that: (a) the Operator has not made any offers or agreements or given or agreed to give anything of value (see definition of "anything of value" appearing in the Paragraph 10 below) or taken any other action with respect to any 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 revised April 11, 1996 (a copy of which is available upon request), nor does the Operator have any knowledge of any act on the part of the Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certification as to "(a)" and "(b)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made only with respect to the Operator itself, but also with respect to each parent, affiliate, director and officer of the Operator, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Operator with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certifications as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. In addition, the Operator is advised that knowingly providing a false certification 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.)

10. During the term of this Agreement, the Operator shall not offer, give or agree to

give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing 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 of such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, of duties on behalf of the Port Authority, whether or not such duties are related to this Agreement or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Agreement. As used herein "anything of value" shall include but not be limited to any gift, gratuity, money, goods, equipment, services, meals, entertainment, lodging, transportation, discounts not available to the general public, favors, loans or the cancellation thereof, preferential treatment or business opportunity. It shall also include an offer of employment or the use of confidential information described by the Code of Ethics revised April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority); such term shall not include compensation contemplated by this Agreement or any other Port Authority contract. The contractor shall include the provisions of this clause in each subcontract entered into under this Agreement.

11. (a) The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

(b) The Operator hereby further understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or remedies of the Port Authority under the Agreement or otherwise available to it under law to recover damages, direct or indirect, including without limitation, costs and attorney's fees, or to obtain other available relief, legal or equitable, including without limitation indemnification, contribution and restitution, related to, in connection with, resulting from or arising out of any act, omission, liability or responsibility of the Operator or others with respect to any prior, existing or future environmental condition, contamination, impairment, cleanup or remediation at the Airport or any part thereof, or areas adjacent thereto, or with respect to compliance with, or failure to comply with or violation of, applicable laws, ordinances, governmental rules, regulations, permits, licenses and orders . The Operator hereby agrees not to raise the execution of this Supplemental Agreement (or any prior supplemental agreement to the Agreement) by the Port Authority and the delivery thereof to the Operator as a defense or as

grounds for estoppel in any action for such damages, relief or remedies.

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

13. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

14. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Assistant Director

(Seal)

ATTEST:

Secretary

OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) Vice-President

(Corporate Seal)

OGDEN CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated July 27, 1994, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement.

ATTEST:

Asst. Secretary

By:

(Title) Senior Vice President

(Corporate Seal)

APPROVED:

FORM	TERMS

OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC
NEWARK FUELING BUDGETS
5/1/97 - 4/30/00

	5/97-4/98	5/98-4/99	5/99-4/00
SALARIES & WAGES			
Labor-Hourly	6,775,579	7,198,425	7,632,180
Labor-Management	2,055,160	2,144,862	2,218,637
Payroll Related	2,895,856	3,027,516	3,198,756
Sub-Total	**11,726,595**	**12,370,803**	**13,049,573**
DIRECT EXPENSES			
Utilities	21,000	21,630	22,279
Telephone	41,000	42,230	43,497
Office Supplies, Computer Supplies	60,300	62,109	63,972
Product Filters	130,000	133,900	137,917
Uniforms & Employee Related	209,000	215,270	221,728
Auto-Gas	298,000	306,940	316,148
Repair/Maint. M&O	279,000	287,370	295,991
Repair/Maint I/P	1,491,000	1,535,730	1,581,802
Prop Rental	13,656	14,066	14,488
Equip. Amorization/Depric.	131,728	201,101	264,949
Pre-approved Travel	4,000	4,120	4,244
Outside Services	111,000	114,330	117,760
Insp. Test & Fuel Analysis	62,000	63,860	65,776
Waste Removal	28,000	28,840	29,705
Tank Cleaning	0	0	0
Cathodic Protection	0	0	0
Sub-Total	**2,879,682**	**3,031,495**	**3,180,255**
INDIRECT EXPENSES			
Permits/Fees	0	0	0
Insurance			
Ground Liability	499,816	510,058	519,004
Petroleum Stock	15,660	15,660	15,660
Facility Insurance	75,446	75,446	75,446
Equipment Floater	100,340	100,340	100,340
Environmental Insurance	250,000	250,000	250,000
Foreign Trade Zone	0	0	0
Fuel Committee	0	0	0
Labor Contingency	100,000	0	0
Computer Hardware	10,000	10,000	10,000
Misc. Site Administration	0	0	0
Severance Contingency	0	0	0
ATA Audit	0	0	0
EPA Costs	0	0	0
Special Projects	0	0	0
Sub-Total	**1,051,263**	**961,504**	**970,451**
DIRECT AND INDIRECT COST	**15,657,540**	**16,363,802**	**17,200,279**
MARGIN	**680,000**	**680,000**	**680,000**
TOTAL COST	**16,337,540**	**17,043,802**	**17,880,279**
GALLONS	**586.0**	**598.0**	**608.5**
COST PER GALLON	**0.0279**	**0.0285**	**0.0294**

Exhibit Z:97A (page 1) Initialled:

For the Port Authority

For the Operator

Total Maintenance & Operation Costs - All Cost Centers

1997-1998 Budget

	1997 MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1998 JAN	FEB	MAR	APR	TOTAL	Percent Of Total
SALARIES & WAGES														
Labor-Hourly	481,544	815 627	542,236	616,689	514,661	513,379	676,216	618,312	587,439	520,933	606,872	521,672	6,775 579	43 27%
Labor-Management	147,688	192,704	155,782	184,610	155 782	155,782	192,704	158,235	201,330	158,235	191,071	161,235	2,055,160	13 13%
Payroll Related	220,573	257,293	225,037	247,188	216,935	215,958	251,413	238,361	268,045	242,580	272,660	238,802	2,895,856	18.48%
Sub-Total	829,805	1,065,625	923,056	1,048,488	887,378	885,119	1,120,333	1,014,908	1,037,814	921,758	1,070,603	921,709	11,726,595	74.89%
DIRECT EXPENSES														
Utilities	1,981	1 585	1,981	1,585	1 585	1,981	1,585	1 585	1,981	1,585	1,585	1,881	21 000	0 13%
Telephone	3,868	3,094	3,868	3,094	3,094	3,868	3,094	3,094	3,868	3,094	3 094	3,868	41,000	0 26%
Office Supplies Computer Supplies	5,689	4,551	5,689	4 551	4,551	5,689	4,551	4,551	5 689	4,551	4,551	5,689	60,300	0 39%
Product Filters	12,264	9,811	12,264	9,811	9,811	12,264	9,811	9,811	12,264	9,811	9 811	12,264	130,000	0 83%
Uniforms & Employee Related	19,717	15,774	19,717	15,774	15,774	19,717	15,774	15,774	19,717	15,774	15,774	19,717	209,000	1 35%
Auto-Gas	28,113	17,491	28,113	17,491	22,491	28,113	22,491	27,491	33,113	27,491	22,491	28 113	298,000	1 90%
Repair/Maint M&O	26,321	21,057	26,321	21,057	21 057	26,321	21,057	21,057	26,321	21,057	21 057	26,321	279,000	1 78%
Repair/Maint I/P	140,660	112,528	140,660	112,528	112,528	140,660	112,528	112,528	140,660	112,528	112,528	140,660	1,491,000	9 52%
Prop Rental	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	13,656	0 09%
Equip Amortization/Deprec	7,884	7,884	7,884	7,422	10,044	10,044	10,044	13,249	14 318	14,318	14,318	14 318	131,726	0 84%
Pre-approved Travel	377	302	377	302	302	377	302	302	377	302	302	377	4,000	0 03%
Outside Services	10,472	8,377	10,472	8,377	8,377	10,472	8,377	8,377	10,472	8,377	8,377	10,472	111,000	0 71%
Insp Test & Fuel Analysis	5,849	4,679	5,849	4,679	4,679	5,849	4,679	4,679	5,849	4,679	4,679	5,849	62,000	0 40%
Waste Removal	2,642	2,113	2,642	2,113	2,113	2,642	2,113	2,113	2,642	2,113	2,113	2,642	28,000	0 18%
Tank Cleaning	0	0	0	0	0	0	0	0	0	0	0	0	0	0 00%
Cathodic Protection	0	0	0	0	0	0	0	0	0	0	0	0	0	0 00%
Sub-Total	266,975	210,384	261,975	209,922	217,544	269,134	217,644	225,749	278,489	226,818	221,818	273,409	2,879,682	18.39%
INDIRECT EXPENSES														
Permits/Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0 00%
Insurance														
Ground Liability	40,866	41,700	44,202	45,036	42,296	44,886	42,296	44,023	57,980	36 254	40,570	39,707	499,816	3 19%
Petroleum Stock	1,305	1,305	1,305	1,305	1,305	1,305	1,305	1,305	1,305	1,305	1,305	1,305	15,660	0 10%
Facility Insurance	6,287	6,287	6,287	6,287	6,287	6,287	6,287	6,287	6,287	6,287	6,287	6,287	75 446	0 48%
Equipment Floater	8,362	8 362	8,362	8,362	8,362	8,362	8,362	8,362	8 362	8,362	8,362	8,362	100,340	0 64%
Environmental Insurance	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,833	20,834	20,834	20,834	20,834	250,000	1 60%
Foreign Trade Zone	0	0	0	0	0	0	0	0	0	0	0	0	0	0 00%
Fuel Committee	0	0	0	0	0	0	0	0	0	0	0	0	0	0 00%
Labor Contingency	0	0	100,000	0	0	0	0	0	0	0	0	0	100,000	0 64%
Computer Hardware	0	0	5,000	0	0	5,000	0	0	0	0	0	0	10 000	0 06%
Misc Site Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0 00%
Severance Contingency	0	0	0	0	0	0	0	0	0	0	0	0	0	0 00%
ATA Audit	0	0	0	0	0	0	0	0	0	0	0	0	0	0 00%
EPA Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0 00%
Special Projects	0	0	0	0	0	0	0	0	0	0	0	0	0	0 00%
Sub-Total	77,653	79,487	185,989	81,823	79,083	86,673	79,083	80,810	74,768	73,042	77,358	76,495	1,051,263	6.71%
DIRECT AND INDIRECT COST	1,174,433	1,354,496	1,371,019	1,340,233	1,184,006	1,240,926	1,416,960	1,321,467	1,390,991	1,221,618	1,369,779	1,271,613	15,657,540	100.00%
0 04 **MARGIN**	56,667	56,667	56,667	56,667	56,667	56,667	56,667	56,667	56,667	56,667	56,667	56,667	680,000	4.34%
TOTAL COST	1,231,099	1,411,163	1,427,686	1,396,899	1,240,673	1,297,593	1,473,626	1,378,134	1,447,658	1,278,285	1,426,446	1,328,279	16,337,540	
GALLONS	49.0	56.0	53.0	54.0	49.0	52.0	49.0	51.0	44.0	42.0	47.0	46.0	586.0	
COST PER GALLON	0.0251	0.0252	0.0269	0.0259	0.0253	0.0250	0.0301	0.0270	0.0329	0.0304	0.0303	0.0289	0.0279	

Exhibit 2:97A (page 2 initialled:

For the Port Authority

For the Operator

CSL-61273;- Ack. N.J.; Corp. & Corp.

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

On the 5th day of May, 1998, before me, the subscriber, a notary public of New York, personally appeared Jill K Moses the Asst Sec Aviation of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Commissioners.

Karen E Eastman
(notarial seal and stamp)

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

STATE OF New York)
) ss.
COUNTY OF New York)

On the 7th day of February, 1998, before me, the subscriber, a NOTARY PUBLIC, personally appeared Bruce Keshley the Vice President of OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC., who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Directors.

Christopher M. Beermann
(notarial seal and stamp)

CHRISTOPHER M. BEERMANN
Notary Public, State of New York
No. 02BE4849565
Qualified in Queens County
Commission Expires July 31, 1999

STATE OF New York)
) ss.
COUNTY OF New York)

On the 7th day of February, 1998, before me, the subscriber, a , personally appeared Peter Allen the Senior Vice President of OGDEN CORPORATION, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Directors.

Christopher M. Beermann
(notarial seal and stamp)

CHRISTOPHER M. BEERMANN
Notary Public, State of New York
No. 02BE4849565
Qualified in Queens County
Commission Expires July 31, 1999

The delivery of possession of the Service Fleet to the Port Authority by the Operator as hereinbefore provided and the delivery of any instruments required by the Port Authority as set forth in paragraph (g) hereof shall be a condition precedent to the obligation of the Port Authority to make payment to the Operator as provided in this paragraph."

(d) The following shall be added as paragraphs (d) through (p) of Article IX:

"(d) The Operator hereby agrees that at all times during the effective period of the Agreement the Service Fleet and each and every tender truck comprising the Service Fleet shall be owned solely by it, that it shall have the full and complete right to sell and convey the Service Fleet to the Port Authority and that the Service Fleet shall be free and clear of any and all liens, mortgages, conditional bills of sale or other encumbrances or security interests whatsoever."

"(e) In the event of expiration or earlier revocation or termination of this Agreement, then the Port Authority shall purchase and the Operator shall sell to the Port Authority the Service Fleet and all parts, improvements, accessories and equipment used in connection therewith. Title to the Service Fleet and all parts, improvements, accessories and equipment used in connection therewith shall vest in the Port Authority upon the effective date of the expiration or earlier revocation or termination of this Agreement."

"(f) The Operator shall promptly deliver the Service Fleet, including all parts, improvements, accessories and equipment used in connection therewith, to the Port Authority as of the date of vesting of title thereto in the Port Authority at a point at the Airport as may be designated by the Port Authority. The Service Fleet shall at all times during the effective period of the Agreement and upon the date of the delivery thereof to the Port Authority be in first-class operating order, condition, maintenance, repair and appearance, reasonable wear and tear excepted."

"(g) It is hereby specifically agreed that title to the Service Fleet purchased by the Port Authority as aforesaid shall vest in the Port Authority as provided hereunder without the execution of any further instrument by the Operator. Notwithstanding the foregoing, the Operator hereby agrees that it shall execute and deliver promptly to the Port Authority such instrument or instruments as the Port Authority may deem necessary or desirable in connection with the transfer of title to the Service Fleet to the Port Authority."

"(h) It is hereby specifically understood and agreed that payment by the Port Authority to the Operator as provided in paragraph (c) hereof shall not be or

be deemed to be a condition either precedent or subsequent to the obligation of the Operator to deliver possession of the Service Fleet to the Port Authority as hereinbefore provided in paragraph (f) hereof, or to the vesting of title to said Service Fleet or any trucks thereof in the Port Authority as hereinbefore provided in paragraph (e) hereof, or to the execution and delivery by the Operator of any instruments required by the Port Authority as hereinbefore provided in paragraph (g) hereof, but the failure of the Port Authority to make such payment shall be a breach by it of its agreement hereunder."

"(i) The Operator shall at the request of the Port Authority promptly execute and deliver to the Port Authority such instruments as the Port Authority shall require or deem desirable to perfect a security interest in the Port Authority under the laws of New Jersey with respect to its rights to the Service Fleet as set forth in this Agreement."

"(j) The fuel trucks comprising the Service Fleet shall not be removed from the Airport and shall be used exclusively in the performance of the Operator's operations hereunder."

"(k) (1) In the event that at any time during the effective period of this Agreement, any fuel truck of the Service Fleet is (1) lost, (2) destroyed or (3) damaged or needs repair, the Operator shall immediately so notify the Port Authority. In the event of damage or need for repair, the Operator shall also notify the Port Authority whether, in the opinion of the Operator, it can be repaired within a period of ninety (90) days. In the event it cannot be repaired within ninety (90) days, the Port Authority shall notify the Operator in writing within thirty (30) days after the Operator's notification to the Port Authority as aforesaid whether to proceed with the necessary repairs or that it is the opinion of the Port Authority that such fuel truck should no longer be a part of the Service Fleet (hereinafter referred to as 'material damage'). In the event of the loss or destruction of a fuel truck as aforesaid or material damage thereto, the Port Authority shall within forty-five (45) days after having been notified of such loss or destruction or having made the determination of material damage, notify the Operator in writing whether or not it wishes that a new fuel truck (hereinafter referred to as 'the replacement fuel truck') be made a part of the Service Fleet in lieu of the fuel truck so lost, destroyed or materially damaged (hereinafter referred to as 'the unserviceable fuel truck').

(2) In the event that the Port Authority notifies the Operator that it wishes that a replacement fuel truck be made a part of the Service Fleet in lieu of the unserviceable fuel truck, then (i) as of the date

of said notice the unserviceable fuel truck shall be removed from and shall no longer be a part of the Service Fleet (except that payments of the monthly tender truck amortization amount with respect thereto shall continue until the replacement fuel truck is put into service as hereinafter provided) and (ii) the Operator shall promptly contract to purchase for delivery as soon as possible the replacement fuel truck, which shall be of the capacity, style, type and characteristics as the Port Authority may prescribe and in accordance with the specifications and designations of the Port Authority and subject to the prior approval of the Port Authority of the purchase price of the replacement fuel truck and the contractor from whom the Operator proposes to order it. Upon the Operator's acquisition of the replacement fuel truck, the Operator shall advise the Port Authority to such effect and shall deliver to the Port Authority a certificate of an authorized officer of the Operator certifying that such replacement fuel truck complies with the requirements of the preceding sentence. Thereafter the replacement fuel truck will be inspected by the Port Authority and if the same is as certified by the Operator, a certificate to such effect will be delivered to the Operator. The date set forth in said certificate by the Port Authority shall constitute the date of the Operator's acquisition thereof for the purpose of the computation of the monthly tender truck amortization amount with respect to the replacement fuel truck and the unamortized investment thereof and the date said fuel truck shall be put into service. Upon the date said fuel truck is put into service, it shall be deemed to constitute a part of the Service Fleet and except as specifically provided herein all of the provisions of this Article IX shall be deemed to apply thereto. The monthly tender truck amortization amount with respect thereto and with respect to the unserviceable fuel truck will be appropriately prorated if the aforesaid date is other than the first day of a month. From and after the date the replacement fuel truck is put into service there shall no longer be any payments of the monthly tender truck amortization amount with respect to the unserviceable fuel truck.

In the event the Operator has a policy of insurance covering the loss of, destruction of, or material damage to the unserviceable fuel truck, the Operator shall use its best efforts to obtain the best settlement available with respect to such loss, destruction or material damage and such settlement shall be subject to the prior approval of the Port Authority. In the event the Operator decides at its option to sell the unserviceable fuel truck the Operator shall use its best efforts to obtain a fair and equitable price from such sale. In the event that the insurance proceeds, if any, or any other proceeds received by the Operator from the disposition

of the unserviceable fuel truck exceed the unamortized investment in said unserviceable fuel truck as of the date of its removal from the Service Fleet, the purchase price of the replacement fuel truck for all purposes under this Agreement shall be deemed reduced by the amount of such excess (hereinafter referred to as 'the excess proceeds').

In the event that the replacement fuel truck has not been acquired by the Operator prior to the expiration or earlier revocation or termination of the Agreement, the obligation of the Operator with respect to acquiring said replacement fuel truck shall continue and shall survive such expiration, revocation or termination and the Port Authority shall pay the Operator the purchase price of said replacement fuel truck, less the excess proceeds, if any, upon the Operator's acquisition of the replacement fuel truck as accepted by the Port Authority as aforesaid.

(3) In the event that the Port Authority notifies the Operator that it does not wish that a replacement fuel truck be made a part of the Service Fleet in lieu of the unserviceable fuel truck, then the unserviceable fuel truck shall as of the date of such notice from the Port Authority be removed from and shall no longer be a part of the Service Fleet, the provisions of paragraphs (l) and (m) hereof shall cease to apply thereto and there shall no longer be any payments of the monthly tender truck amortization amount with respect thereto. The Operator shall retain for its own account the insurance proceeds, if any, or any other proceeds received by the Operator from the disposition of the unserviceable fuel truck."

"(l) In the event of the destruction or loss of any such fuel truck as aforesaid or in the event that any such truck is damaged or is in need of repair, regardless of the length of time it would take to make the repair, the Operator shall immediately provide, in lieu thereof for temporary use, at its own cost and expense, a fuel truck of substantially the same capacity, style and type as the one destroyed, lost or in need of repair and which shall be subject to prior approval of the General Manager."

"(m) The Operator hereby agrees with respect to any fuel truck of the Service Fleet that if it has been damaged or is in need of repair (other than material damage) the Operator shall immediately and promptly repair the necessary damage and perform the necessary repairs so as to return said fuel truck to operation under this Agreement as soon as possible in lieu of the temporary substitute fuel truck which has been replacing it."

"(n) Attached hereto as Schedule 1 is a list setting forth various items of equipment hereinafter referred to as 'the specialized equipment' which the Operator has purchased and which the Operator shall use in its operations under this Agreement. Title to such equipment shall remain in the Operator during the effective period of this Agreement. Said Schedule 1 also sets forth in appropriate columns opposite each item of the specialized equipment (a) the date at which time each such item was first utilized in the Operator's operations under this Agreement; (b) the total cost of each such item of equipment; and (c) the agreed upon useful life of each such item of equipment. Upon the expiration or earlier termination of this Agreement the Port Authority shall be obligated to purchase each item of equipment which has a useful life of at least five (5) years as set forth in Schedule 1 from the date it was initially used in its operations under this Agreement and shall have the right but not the obligation to purchase any other item of equipment as set forth in said Schedule 1. For each item of the specialized equipment so purchased by the Port Authority, the Port Authority agrees to pay to the Operator the cost of said item as set forth in Schedule 1 multiplied by a fraction, the numerator of which shall be the number of months remaining in the useful life of said item after the effective date of such expiration or termination and the denominator of which shall be the number of months in the entire useful life of said item as set forth in Schedule 1. The provisions of paragraphs (d), (e), (f), (g), (h) and (i) of Article IX of the Agreement with respect to the Service Fleet shall apply with like effect to the items of the specialized equipment which the Port Authority may purchase hereunder. Moreover, notwithstanding any other provision hereof and without any payment by the Port Authority title to each item of the specialized equipment shall vest in the Port Authority without execution of any further instrument by the Operator as of the expiration of the useful life of such item of specialized equipment."

"(o) The Operator shall also equip itself, at no expense to the Port Authority, with whatever other equipment is required by the Operator for the proper, safe and efficient performance of the fueling services hereunder. The title to such other equipment shall remain in the Operator. Without limiting any other provision of the Agreement, the Operator shall at all times during the effective period of the Agreement maintain such other equipment and the hydrant carts (which constitute a part of the System) in first-class operating order, condition, maintenance, repair and appearance, reasonable wear and tear excepted."

"(p) If the fuel trucks are registered with the Division of Motor Vehicles of the State of New Jersey in the name of the Operator and authorized to use the roads of the State of New Jersey the Operator shall, during the effective period of this Agreement, obtain and maintain in effect in its own name a policy of physical damage insurance insuring the fuel trucks comprising the Service Fleet and covering collision and comprehensive fire and theft. If such fuel trucks are not so registered and authorized, the Operator shall, during the effective period of this Agreement, insure and keep insured the fuel trucks to the extent of their replacement value but in no event for more than their original cost, against all risks of physical loss or damage from any external cause except for the perils set forth in Schedule 3 attached hereto and hereby made a part hereof. As to the insurance required by the provisions of this paragraph, certified copies of the policies or certificates evidencing the existence thereof shall be delivered to the Port Authority promptly by the Operator."

19. The second subparagraph of Article X appearing on page 23 of the Proposal shall be amended to read as follows:

"It is agreed that this Agreement is not only for the benefit of the Port Authority, but also for the benefit of all Airline Users."

20. Article XI shall be amended to read as follows:

"Article XI. Character of Service

The Operator shall operate the System and shall provide into-plane fueling services on a 24-hours-a-day, 7-days-a-week basis and shall maintain such operation all in full compliance with the standards and requirements of the Port Authority as set forth in Exhibit C hereof, as the same may from time to time be amended by the Port Authority upon thirty (30) days prior written notice to the Operator, provided, however, that such amendments shall not increase the cost to the Operator over its cost of compliance prior to the amendments, with the burden of proving said increase in cost being on the Operator. The Operator shall furnish such services fairly and impartially to each and every Airline Lessee and other Airline Users and shall not favor or prefer any one Airline User over any other Airline User. The Operator shall conduct a first-class, safe, efficient and economic operation and provide the types and kinds of services desired by the respective Airline Users. In this connection the Operator shall familiarize itself with the departure schedules of the Airline Lessees so as to be able to most efficiently and expeditiously accommodate the fueling requirements of the various Airline Lessees. The Operator further agrees to consult regularly with the Port Authority and, as

required by the General Manager, with the respective Airline Users concerning the performance of services to be rendered pursuant to this Agreement and to establish operating procedures calculated to render such services in a first-class, safe, efficient and prompt manner."

21. Article XII shall be amended to read as follows:

"Article XII. Gallonage Fees

Not later than the 20th day of June, 1976 and not later than the 20th day of each and every month thereafter during the effective period of this Agreement, including the month following the expiration or earlier termination thereof, the Operator shall certify to the Port Authority by means of a sworn statement of a responsible fiscal officer of the Operator the following:

(a) The number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users other than the Fixed Base Operator during the preceding calendar month;

(b) The number of gallons of aviation fuel delivered by the Operator into the fuel trucks of the Fixed Base Operator during the preceding calendar month;

(c) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each of its Airline Customers during the preceding calendar month;

(d) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Airline Customer of each Aviation Fuel Supplier during the preceding calendar month.

The statement covering item (b) shall also be delivered to the Fixed Base Operator, the statements covering items (c) and (d) shall also be delivered to each Aviation Fuel Supplier with respect to its Airline Customers and the statement covering item (d) shall also be supplied to each Airline Customer as to deliveries to its aircraft.

The Port Authority shall pay to the Operator within twenty (20) days following the receipt by the Port Authority of the aforesaid statements a monthly amount (hereinafter called 'the monthly gallonage fee') determined by multiplying the number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users during the preceding calendar month as covered by item (a) aforesaid by the 'Unit Cost per Gallon' appearing opposite the applicable entry in the 'Gallons of

Aviation Fuel Delivered into Aircraft per Month' column in the schedule attached hereto, hereby made a part hereof and marked 'Exhibit D-1-A'.

The Operator agrees:

(1) to maintain, in accordance with accounting practices acceptable to the Port Authority, records and books of account recording all its transactions hereunder, which records and books of account shall be kept at all times during the effective period of this Agreement and for one (1) year after the expiration or earlier revocation or termination thereof within the Port of New York District, and which records and books of account shall show (a) the basis and all supporting documents for each and every statement required to be furnished hereunder by the Operator, (b) the cost to the Operator of conducting all of its operations hereunder, the revenues of whatever kind or nature from such operations, the method of amortizing and depreciating costs of whatever kind or nature and the resulting profit (or loss) to the Operator from the operations hereunder, and (c) such other information as the Port Authority may from time to time request;

(2) to permit during ordinary business hours the examination and audit of such records and books of account by the officers, employees and representatives of the Port Authority;

(3) to permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Operator, including without limitation thereto, any metering or measuring devices;

(4) to install and use such measuring and metering devices, invoicing machines and other equipment or devices for recording quantities received and quantities delivered as may be appropriate to the business of the Operator and necessary or desirable to keep accurate records; and

(5) to furnish to the Port Authority at such time as the Port Authority may from time to time and at any time request a statement of a responsible fiscal officer of the Operator setting forth in such detail as requested by the Port Authority and covering the twelve-month period immediately preceding the date of the request the information required to be shown under subparagraph (1)(b) hereof."

22. Article XIII shall be amended as follows:

(a) Paragraph (a) shall be amended to read as follows:

"(a) The Operator shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives and the Airline Users, their directors, officers, employees and representatives from and against all claims, just or unjust, by third persons made against the Operator or the Port Authority on account of personal injuries (including wrongful death), loss or damage of any kind whatsoever including loss of any and all revenues to Aircraft Operators (whether or not resulting from physical damage) resulting from aircraft being grounded, due to or alleged to be due to causes arising or alleged to arise out of or in connection with the use of the System or the Building or out of any other operations of the Operator at the Airport (whether or not actually caused by or resulting from such use or operations) and whether such claims arise, in whole or in part, from any acts or omissions (whether negligent or not) of the Operator, of the Port Authority or of third persons, and whether such acts or omissions are within or beyond the control of the Operator, excepting only claims which arise solely from affirmative wilful acts done by the Port Authority including claims by the City of Newark against the Port Authority pursuant to the provisions of the Basic Lease, whereby the Port Authority has agreed to indemnify the City against claims, and for all expenses incurred by the Port Authority in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Operator shall at its own expense defend against such claims, in which event 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, immunity of the Port Authority, governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. The provisions of this clause shall be also for the benefit of the Commissioners, officers, agents and employees of the Port Authority, so that they shall have all of the rights that they would have hereunder if they were named at each place above where the Port Authority is named including a direct right of action against the Operator to enforce the foregoing indemnity. The term 'third persons' as used in the Operator's indemnity of the Port Authority as aforesaid shall be deemed to include Airline Users."

(b) The first subparagraph on page 27 of the Proposal as previously amended in item 9 of Subdivision II of the Addendum shall be deleted and the following shall be inserted in lieu thereof:

"(c) The Operator shall during the effective period of this Agreement, insure and keep insured the Underground Aviation Fuel System (other than the hydrant carts) to the value of $22,000,000 (as said value may be changed by the Port Authority at any time and from time to time on notice to the Operator) 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 Jersey 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 Jersey and the form of extended coverage endorsement prescribed as of the effective date of said insurance by the Rating Organization having jurisdiction, and also covering 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 Jersey.

The aforesaid insurance coverages and renewals thereof shall insure the Port Authority, the Operator and the City of Newark, as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the Port Authority.

The Operator shall, during the effective period of this Agreement, also insure and keep insured the hydrant carts that are part of the Underground Aviation Fuel System to the extent of their replacement value but in no event for more than their original cost, against all risks of physical loss or damage from any external cause except for the perils set forth in Schedule 3. The aforesaid insurance coverage and renewals thereof shall insure the Port Authority and the Operator, as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the Port Authority.

In the event the System or any part thereof (including the hydrant carts) shall be damaged by any casualty against which insurance is carried pursuant to this Article, the Operator shall promptly furnish to the Port Authority such information and data as may be necessary to enable the Port Authority to adjust the loss."

(c) The second subparagraph on page 27 of the Proposal shall be amended to read as follows:

> "(d) The Operator shall, during the effective period of this Agreement, also insure and keep insured all aviation fuel in the System to the extent of the replacement value thereof against all risks of direct physical loss or damage from any external cause except for the perils set forth in Schedule 4 attached hereto and hereby made a part hereof."

(d) The designation "(c)" appearing before the third paragraph on page 27 of the Proposal is amended to the designation "(e)".

23. Article XIV shall be amended to read as follows:

> "Article XIV. <u>Assignment</u>
>
> The Operator shall not sell, transfer, mortgage, pledge or assign this Agreement or any part thereof or any of the rights granted hereunder or any monies due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, assignment or contract without such prior written approval shall be void as to the Port Authority. The Operator agrees that the right granted to it and the obligations imposed upon it by this Agreement shall be exercised only through the medium of its officers and employees, except as otherwise specifically provided."

24. The last two sentences of Article XVI shall be amended to read as follows:

> "Until further notice, the Port Authority hereby designates its Executive Director and the Operator hereby designates Joseph W. Braun, Jr., a Vice President of the Operator, as their officers upon whom notices and requests may be served and the Port Authority

designates its office at One World Trade Center, New York, New York 10048 and the Operator designates its office at 2 Penn Plaza, New York, N. Y. as their respective offices where notices and requests may be served."

25. Article XIX shall be amended by adding the following paragraph at the end thereof:

"As used in this Article with reference to the Public Landing Area or the Public Ramp and Apron Area, the phrase 'a substantial part' shall mean such a part of the said Public Landing Area or Public Ramp and Apron Area that the Airline Lessees cannot continue to carry on their normal operations at the Airport without using such part without unreasonable expense on their part."

26. Article XX shall be amended as follows:

(a) The words "the maintenance and repair obligations and" shall be inserted after the word "perform" in the second line of the first subparagraph thereof.

(b) The following subparagraph shall be added after the last subparagraph thereof:

"In the event of a suspension of this Agreement pursuant to paragraph (c) of Article XXIII thereof the Port Authority shall have the right to be exercised by notice to the Operator, by itself or by others to immediately perform the services and operations to be furnished hereunder by the Operator, using all components of the System and such equipment of the Operator as it deems necessary, including but not limited to the Service Fleet, all without cost to the Port Authority. No exercise by the Port Authority of the right granted to it in this paragraph shall be or be deemed to be a waiver of any rights of termination, revocation or suspension contained in Article XXIII of this Agreement."

27. Article XXI shall be amended as follows:

(a) The designation "(a)" shall be deemed inserted before the first subparagraph thereof, and all subparagraphs thereafter through and including the second complete subparagraph on page 31 shall be deemed to be subparagraphs of paragraph (a).

(b) The following shall be added at the end of Article XXI as paragraph (b) thereof:

"(b) (1) Without limiting the generality of any of the provisions of the Agreement, the Operator, 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, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the System or the Building by it, (2) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon by it, no person on the grounds of race, creed, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Operator shall operate the System and use the Building in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Operator's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(2) The Operator shall include the provisions of subparagraph (1) of paragraph (b) hereof in every agreement or concession it may make pursuant to which any person or persons, other than the Operator, operates any facility at the System or the Building 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.

(3) The Operator's noncompliance with the provisions of paragraph (b) of Article XXI shall constitute a material breach of the Agreement. In the event of the breach by the Operator of any of the above nondiscrimination provisions, the Port Authority may take any 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 the Agreement with the same force and effect as a termination under the Article of the Agreement providing for termination for default by the Operator in the performance or observance of any other term or provision of the Agreement; 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.

(4) The Operator 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 Operator's noncompliance with any of the provisions of subparagraph (1) of paragraph (b) hereof and the Operator shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(5) Nothing contained in this paragraph (b) of Article XXI shall be deemed to grant to the Operator the right to transfer or assign the Agreement, to make any agreement or concession of the type mentioned in subparagraph (2) of paragraph (b), or any right to perform any construction on the Airport."

28. Article XXIII shall be amended as follows:

(a) Subparagraph (8) of paragraph (a) shall be amended by deleting the word "Facilities" therefrom and inserting the words "or the Building" in lieu thereof.

(b) Subparagraph (9) of paragraph (a) shall be amended by inserting the words "shall fail at any time to render in a proper and safe manner the services to be furnished hereunder or" after the word "Operator" in the first line thereof.

(c) The paragraph marked by the designation "(b)" appearing on page 33 of the Proposal shall be deemed deleted.

(d) The second complete subparagraph on page 33 of the Proposal (the first subparagraph having been deleted pursuant to paragraph (c) above) shall be amended to read as follows:

"(b) The Port Authority shall also have the right to terminate this Agreement

(1) in the event that the Fuel System or a substantial part thereof is damaged or destroyed or the same is rendered unusable; or

(2) if pursuant to any governmental action or judicial order the Airport is unusable for a period of more than thirty (30) consecutive days,

such termination to be effective on the date specified in a notice of termination given by the Port Authority to the Operator. Damage or destruction to a 'substantial part' of the Fuel System as used herein shall be such that in the opinion of the Port Authority the same cannot be repaired within one hundred twenty (120) days from the date of such damage or destruction."

(e) The last subparagraph on page 33 of the Proposal shall be amended to read as follows:

"(c) If any type of strike or other labor activity is directed against the Operator at the Airport or against any operation of the Operator resulting in picketing or a boycott or work stoppage or slowdown, whether or not the same is due to the fault of the Operator, and such labor trouble, in the opinion of the Port Authority adversely affects or is likely adversely to affect the operation of the Airport or the operation of the Fuel System or the operations of lessees, permittees or licensees at the Airport, then, whether caused by employees of the Operator or by others, the Port Authority may at any time during the continuance thereof on twenty-four (24) hours notice to the Operator revoke this Agreement as of the date specified in said notice, or on notice to the Operator the Port Authority may elect to immediately suspend this Agreement and during the period of such suspension take over the operation of the Fuel System as provided in Article XX of the Agreement. During the period of such suspension, the Operator shall not receive nor shall the Operator be entitled to receive any part of the Operator's gallonage fees."

(f) The first, second and third complete subparagraphs on page 34 of the Proposal shall be deleted and the following paragraph (d) shall be inserted in lieu thereof:

"(d) In addition to any other rights of termination hereunder, the Port Authority (1) at its own election and without cause, or (2) at the request of a majority of the Airline Lessees shall have the right to terminate this Agreement at any time on ninety (90) days' written notice to the Operator. For the purposes hereof the term ' a majority of the Airline Lessees' shall be deemed to mean fifty per cent (50%) by number of all Airline Lessees and also representing seventy-five per cent (75%) of the total gallons of aviation fuel delivered into aircraft during the twelve consecutive calendar months preceding the date of such termination notice."

(g) The following shall be inserted as subparagraphs (e) and (f) of Article XXIII:

"(e) No payment by the Port Authority of any monies to the Operator for any period or periods after default of any of the promises, obligations, terms or agreements hereof to be performed, kept and observed by the Operator and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Agreement or of any other rights or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Operator in the performance of any of the promises, obligations, terms or agreements hereof to be performed, kept or observed by the Operator shall be or be construed to be a waiver by the Port Authority of any of the said promises, obligations, terms or agreements and conditions."

"(f) The right of termination or revocation as contained in this Article XXIII shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Operator's breach of this Agreement and the exercise by the Port Authority of such right to termination or revocation shall be without prejudice to any and all such rights and remedies. In the event the Port Authority exercises its right to terminate or revoke this Agreement and the rights of the Operator hereunder pursuant to any of the provisions of this Article XXIII then it is hereby specifically agreed and understood that said exercise by the Port Authority of its right of termination or revocation shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination or revocation and for the period from the effective date of termination or revocation to the original expiration date of the Agreement and any extensions if the Agreement is extended. Revocation or termination of this Agreement shall not relieve the Operator of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of such revocation or termination nor shall the Operator be deemed entitled to any fees or other compensation for the unexpired period of the Agreement remaining at the time of such revocation or termination. This provision shall be deemed to survive the termination or revocation of the Agreement as aforesaid."

(h) The designation "(g)" shall be inserted before the last subparagraph of Article XXIII appearing on page 34 of the Proposal and said subparagraph shall be deemed to be paragraph "(g)" and the same shall be amended by deleting the words "Premises and the facility site" from the fifth line thereof and inserting the words "Building and the Airport" in lieu thereof.

29. Article XXV shall be amended as follows:

(a) Paragraph (h) shall be amended by deleting the words "Airline sublessees," from the second line thereof and inserting the words "and Fixed Base Operators" after the words "non-Scheduled Airlines" in the third line thereof.

(b) Paragraph (i) shall be amended by deleting the words "Airline Operators" from the first line thereof and inserting the words "Airline Lessees and Airline Users" in lieu thereof.

(c) Paragraph (m) shall be inserted to read as follows:

"(m) 'Fixed Base Operator' shall mean the persons or organizations designated as such from time to time by the Port Authority to perform fueling services consisting of the type set forth in the second subparagraph of paragraph (a) of Article IX of the Agreement."

30. Article XXVI shall be amended by deleting therefrom "Exhibit A-A, A, A-1, B, C, D, F, L and U" and inserting in lieu thereof "Exhibit A-A, A, A-1, B, B-1, C, D-1-A, F, G, L and U and Schedules 1, 2, 3 and 4".

31. Articles XXVII through XXXI shall be added to the Agreement to read as follows:

"Article XXVII. <u>Compliance with Governmental Requirements</u>

(a) The Operator shall comply with all laws and ordinances and governmental rules, regulations and orders now or at any time during the effective period of this Agreement which as a matter of law are applicable to or which affect the operations of the Operator at the Airport hereunder, and the Operator shall, in accordance with and subject to the provisions of paragraph (n) of Article VIII hereof, make any and all non-structural improvements, alterations or repairs of the Building and the System that may be required at any time hereafter by any such present or future law, rule, regulation, requirement, order or direction.

(b) Without limiting any other provision of this Agreement, the Operator shall procure from all governmental authorities having jurisdiction over the operations of the Operator hereunder all licenses, certificates, permits or other authorization which may be necessary for the conduct of such operations. 'Governmental authority' shall not be construed as intending to include the Port Authority of New York and New Jersey.

(c) The obligation of the Operator to comply with governmental requirements as provided herein and elsewhere in the Agreement is for the purpose of assuring proper safeguards for the protection of persons and property at the Airport. 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) Since the Port Authority has agreed in the Basic Lease to conform to the enactments, ordinances, resolutions and regulations of the City of Newark 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 Operator 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 Operator 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 Operator 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 Operator 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 Operator, the Port Authority, to the extent that it may lawfully do so, shall indemnify and hold the Operator harmless from and against all claims, actions, damages, liabilities, fines, penalties, costs and expenses suffered or incurred by the Operator as a result of non-compliance with such enactment, ordinance, resolution or regulation.

(e) The Operator shall have such time within which to comply with the aforesaid laws, ordinances, rules and regulations as the authorities enforcing the same shall allow."

"Article XXVIII. <u>No Payments Final</u>

Without limiting any other provision of this Agreement and in addition to all other obligations imposed upon the Operator, all statements

required hereunder shall be prepared in accordance with sound accounting practices acceptable to the Port Authority and sworn to by a fiscal officer of the Operator. Submission of a statement shall be deemed to constitute a representation by the Operator that all matters set forth therein are true and accurate and that the Operator performed the services or incurred the expense for which payment is described in the statement in accordance with the Agreement. Each statement shall be subject to verification and audit by the Port Authority and no payments made by the Port Authority or credits given by the Port Authority as herein provided shall be deemed to be final until the statement upon which the payment is based has been approved by the Port Authority or determined as elsewhere provided in the Agreement. No payment or credit, however, final or otherwise, shall operate to release the Operator from any of its obligations under this Agreement. In the event that after verification and audit by the Port Authority and approval of the statement of the Operator, it is determined that payments previously made by the Port Authority are in excess of those required under this Agreement, then the Operator shall pay to the Port Authority on demand the amount of said excess together with interest at the rate of eight per cent (8%) per annum from the date of the payment by the Port Authority to the date of the repayment by the Operator, or the Port Authority may elect to deduct said excess including interest as aforesaid from any subsequent payments due to the Operator."

"Article XXIX. Surrender

The Operator agrees to yield and deliver peaceably to the Port Authority possession of the Building and the Underground Fuel System on the Expiration of the Agreement, whether such expiration be by expiration, termination or otherwise, promptly and in the condition the Operator is required to keep the same under the terms of this Agreement."

"Article XXX. Effect of Basic Lease

The Agreement shall, in any event, terminate with the termination or expiration of the Basic Lease with the City of Newark which covers the Airport, such termination to be effective on such date and to have the same effect as if the effective period of the Agreement had on that date expired. The rights of the Port Authority in the Airport are those granted to it by the Basic lease, and no greater rights are granted or intended to be granted to the Operator than the Port Authority has power thereunder to grant."

"Article XXXI. No Interest in Real Property

Nothing contained in this Agreement shall grant or be construed to grant to the Operator any interest or estate in real property and a landlord-tenant relationship shall not be or be deemed to be created hereunder."

32. The Operator has supported its performance under the Agreement with a contract of guaranty executed by Allied Maintenance Corporation, a copy of which is attached as Exhibit G hereto and is hereby made a part hereof. The Operator shall maintain and continue in full force and effect said contract of guaranty for the effective period of this Agreement.

33. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplement No. 1 and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding pactices, violations of any of the anti-trust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplement No. 1 by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

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

35. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

36. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

Asst. Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) (seal)

ATTEST:

Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By J. M. Brown

(Title) Vice President

(corporate seal)

Accepted and agreed to this 25 day of October, 1976.

ALLIED MAINTENANCE CORPORATION, Guarantor

By D. A. McCampbell

(Title) President

(Corporate Seal)

FAN 63076

EXHIBIT D-1-A

GALLONAGE FEES

Gallons of Aviation Fuel Delivered into Aircraft per Month	UNIT COST PER GALLON
0 - 6,999,999 Gallons	$.02500
7,000,000 - 7,999,999	.02400
8,000,000 - 8,999,999	.02300
9,000,000 - 9,499,999	.02100
9,500,000 - 9,999,999	.01958
10,000,000 - 10,499,999	.01902
10,500,000 - 10,999,999	.01851
11,000,000 - 11,499,999	.01819
11,500,000 - 11,999,999	.01759
12,000,000 - 12,499,999	.01650
12,500,000 - 12,999,999	.01650
13,000,000 - 13,499,999	.01586
13,500,000 - 13,999,999	.01527
14,000,000 - 14,499,999	.01499
14,500,000 - 14,999,999	.01473
15,000,000 - 15,499,999	.01432
15,500,000 - 15,999,999	.01409
16,000,000 - 16,499,999	.01388
16,500,000 - 16,999,999	.01367
17,000,000 - 17,499,999	.01348
17,500,000 - 17,999,999	.01329
18,000,000 - 18,499,999	.01306
18,500,000 - 18,999,999	.01288
19,000,000 - 19,499,999	.01268
19,500,000 - 19,999,999	.01251
20,000,000 & Over	.01234

For the Port Authority

Initialled:

For the Operator

EXHIBIT G

GUARANTY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") is about to enter into the foregoing attached Proposal Agreement No. 8396 with respect to the receipt, storage and distribution of aviation fuel at Newark International Airport (which Proposal Agreement is hereinafter referred to as the "Agreement") with ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (hereinafter and in the Agreement referred to as the "Operator"), which Agreement provides for the charges to be made by the Operator to Fuel Storage Permittees covering the receipt, storage and distribution of aviation fuel by the Operator to aircraft for the account of Fuel Storage Permitees; and

WHEREAS, the Agreement imposes certain terms and conditions upon the Operator including the obligation of the Operator to post and maintain with the Port Authority the Guaranty of Allied Maintenance Corporation guaranteeing to the Port Authority the performance by the Operator of all of the terms and conditions imposed upon the Operator by the Agreement; and

WHEREAS, ALLIED MAINTENANCE CORPORATION (hereinafter referred to as the "Guarantor"), a corporation of the State of New York and having its principal place of business at Two Pennsylvania Plaza, New York, New York, is the absolute and unconditional owner of all of the issued and outstanding voting shares of the capital stock of the Operator which was organized by and through the efforts of said Guarantor; and

WHEREAS, this Guaranty is made in connection with and incidental to the exercise by the Guarantor of its corporate rights, powers, privileges and franchises and in fulfillment of its corporate purposes and objects; and

WHEREAS, in order to induce the Port Authority to enter into and execute the Agreement, the Guarantor has offered to absolutely and unconditionally guarantee the performance by the Operator of all of the terms, covenants and conditions of the Agreement on the part of the Operator to be performed, fulfilled and observed, said Guaranty being limited only as hereinafter set forth; and

WHEREAS, the execution of the Agreement by the Port Authority will inure to the benefit of and enhance, promote and develop the business of the Guarantor;

NOW, THEREFORE, for and in consideration of and as an inducement to the Port Authority to enter into and execute the Agreement with the Operator, the Guarantor does hereby covenant and agree with the Port Authority as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that the Operator will duly, punctually and faithfully perform, fulfill and observe each and every term, covenant and condition of the Agreement on the part of the Operator to be performed, fulfilled and observed, except tort liability to third parties not included within the coverage and the limits contained in the insurance required under Article XIII or Article VIII of the Agreement, as the case may be, or the limits of such insurance provided by the Operator actually in effect on the date in question, whichever is greater.

2. The Guarantor hereby waives and dispenses with any notice of non-observance, non-performance or non-fulfillment on the part of the Operator or proof of notice or demand to charge the Guarantor therefor and agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of any failure of the Port Authority to insist upon strict performance by the Operator under the Agreement or by the assertion by the Port Authority against the Operator of any of the rights or remedies reserved to the Port Authority under the provisions of the Agreement, or by the withdrawal, discontinuance or settlement of any judicial or other proceeding brought by the Port Authority against the Operator.

3. This Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the Agreement, and notwithstanding any such renewal, modification or extension.

This Guaranty shall inure to the benefit of the Port Authority, its successors and assigns, and shall be binding upon the Guarantor, its successors and assigns.

IN WITNESS WHEREOF, the Guarantor has executed and delivered to the Port Authority this Guaranty the 18th day of April, 1973.

ALLIED MAINTENANCE CORPORATION

ATTEST:

By _____

Title President
(Seal)

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

On the 18th day of April, 1973, before me personally came DONALD H. McCAMPBELL, to me known who being by me duly sworn, did depose and say that he resides at 17 West 54 Street, New York, New York 10019; that he is the President of ALLIED MAINTENANCE CORPORATION, the corporation described in and which executed the foregoing instrument of Guaranty; that he well knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Executive Committee of said corporation; and that he signed his name thereto by like order.

Notary Public

MARGERY B. WEINFELD

For the Operator

Initialled:

For the Port Authority

SCHEDULE 1

Item of Specialized Equipment	(a) Utilization Date	(b) Total Cost	(c) Useful Life (Months)
*A Frame		$1,500.00	60
*Welding Equipment		$1,000.00	60
*Single Element Tester		$2,500.00	60
Base Radio Station (3)	2/1/74	$2,101.23	60
Mobile Radios (7)	7/1/74	$7,863.80	60
Wrecker	12/1/71	$14,896.54	60
Battery Charger	12/1/73	$ 140.32	60
Lockers (47)	8/1/73	$1,374.98	60
Snow Plow	11/1/73	$ 743.91	60
Tractor Mower	7/1/74	$4,189.50	24

For the Port Authority

Initialled:

For the Operator

*Subject to acquisition by the Operator and inspection by the Port Authority for acceptability. If acceptable to the Port Authority, the utilization date shall be the first day of the month following said acceptance and use at the Airport.

SCHEDULE 2

Vehicle Identification Numbers	Type Vehicle	Purchase Price	Amortization Date
1421	10,000 Gal.	$95,998.50	3/1/75
1422	10,000 Gal.	$95,998.50	3/1/75
1423	10,000 Gal.	$95,998.50	3/1/75
1424	10,000 Gal.	$95,998.50	4/1/75
1425	10,000 Gal.	$95,998.50	4/1/75
1426	10,000 Gal.	$95,998.50	5/1/75
1427	10,000 Gal.	$95,998.50	5/1/75
1428	10,000 Gal.	$95,998.50	5/1/75
1429	10,000 Gal.	$95,998.50	7/1/75
1430	10,000 Gal.	$95,998.50	7/1/75
1431	10,000 Gal.	$95,998.50	9/1/75
1432	10,000 Gal.	$95,998.50	11/1/75
1433	10,000 Gal.	$95,998.50	5/1/76
1434	10,000 Gal.	$95,998.50	8/1/76
5001	5,000 Gal.	$66,281.00	7/1/75
5002	5,000 Gal	$67,063.76	8/1/75
5003	5,000 Gal.	$67,063.76	8/1/75
5004	5,000 Gal.	$66,281.00	9/1/75

For the Operator

Initialled:

For the Port Authority

Schedule 1

Perils Excluded From Insurance Upon
Fuel Trucks and Hydrant Carts

A. Loss or damage caused by the weight of a load exceeding the registered lifting capacity of any lifting machine.

B. Loss or damage caused by wear, tear and gradual depreciation, inherent vice, mechanical breakdown or freezing.

C. Loss or damage caused by the dishonest or fraudulent act or acts of any employee of the Operator, or of any person to whom the insured property is entrusted by the Operator, other than any carrier for hire.

D. Loss or damage resulting from electrical injury or disturbance to electrical appliances or devices (including wiring) caused by electrical currents artificially generated unless fire ensues, and if fire does ensue, only loss or damage caused by such ensuing fire shall not be excluded.

E. Loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss or damage be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the perils insured against.

F. Loss or damage caused by or resulting from (1) hostile or warlike action in time of peace or war, including action in

hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority or risks of contraband or illegal transportation or trade.

For the Port Authority

Initialled:

For the Operator

Schedule 4

Perils Excluded From Insurance
Upon Aviation Fuel

A. Loss or damage caused by or resulting from delay, deterioration, inherent vice and/or loss of market.

B. Loss or damage caused by or resulting from mysterious disappearance, or loss or shortage disclosed on taking inventory; or any unexplained loss.

C. Loss or damage caused by or resulting from infidelity or dishonesty of the Operator or any of its employees.

D. Loss or damage caused by or resulting from (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by any agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

E. Loss or damage caused by or resulting from nuclear reaction or nuclear radiation or radioactive contamination, all

whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against.

F. Loss or damage caused by or resulting from the explosion or rupture or bursting of pressure vessels or pipes, or steam boilers, or steam pipes, or steam turbines, or steam engines, or flywheels, owned or operated by the Operator, or mechanical or machinery breakdown.

For the Port Authority

Initialled:

For the Operator

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

On this 16th day of November, 1976, before me, the subscriber, a notary public of New York, personally appeared Walter Sloane the Deputy Director of Aviation of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

Catherine A. Zaffarano
(notarial seal and stamp)
No. 41-4376372
Exp 3/30/77

STATE OF New York)
) ss.
COUNTY OF New York)

On this 25th day of October, 1976, before me, the subscriber, a Notary Public personally appeared J. W. Braun Jr. the Vice President of Allied Aviation Service Company of New Jersey, Inc. who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

Margery B. Weinfeld
(notarial seal and stamp)
No. 30-9588635
Exp 3-30-77

652.17

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

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 17

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the 1st day of November, 1999 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as "the Port Authority") and OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (formerly named Ogden Allied Aviation Service Company of New Jersey, Inc. and formerly named Allied Aviation Service Company of New Jersey, Inc. and hereinafter referred to as "the Operator"), a corporation organized and existing under the laws of the State of New Jersey,

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the Supplemental Agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985, May 1, 1988, October 31, 1988, May 1, 1991 , October 31, 1991, April 30, 1994, July 1, 1996 and May 1, 1997 being hereinafter collectively called "the Agreement"), the Operator agreed among other things to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport (hereinafter called the "Airport"); and

WHEREAS, the Port Authority and the Operator desire to amend the Agreement in certain respects,

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein the Port Authority and the Operator hereby agree, effective as of November 1, 1999, as follows:

1. There shall be added to the Agreement a new Article XXXV reading as follows:

"Article XXXV. <u>The Maintenance Building Renovation Work</u>

(a) The term 'Maintenance Building Renovation Work' shall consist of the following:

(1) The expansion of the existing temporary second floor room over Bay No. 3 of

the Building (as defined in the Agreement) and the creation of a permanent locker room with bathroom and shower and shower facilities;

(2) The conversion of the ground floor maintenance locker room and lunch room of the Building to a Terminals A and B dispatch office and an expanded lunchroom;

(3) The renovation and upgrade of the ground floor bathroom and shower facility of the Building; and

(4) The creation of a maintenance shop manager's office; and

(5) All appropriate or necessary work in connection with or required by or for the foregoing including without limitation all painting, tie-ins to utility lines, and all appropriate, necessary or required demolition and removal work including but not limited to the removal, clean-up and remediation and off-airport disposal, in accordance with all applicable laws, ordinances and governmental rules, regulations, orders and directives, of all asbestos, lead and other hazardous substances, and including the handing, transporting and off-airport disposal thereof in accordance with all applicable laws, ordinances and governmental rules, regulations, orders and directives (including, if required, disposal of asbestos in an off-Airport long-term disposal facility).

(b) The Operator shall perform the Maintenance Building Renovation Work at its sole cost and expense in accordance with the Alteration Application(s) (as defined in paragraph (c) (2) below) as approved by the Port Authority.

(c) The Maintenance Building Renovation Work shall be done by the Operator strictly in accordance with the following further terms and conditions:

(1) The Operator hereby assumes, and shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees, against the following distinct and several risks, whether such risks arise from acts or omissions of the Operator, of any contractors of the Operator, of the Port Authority, or of third persons, or from acts of God or of the public enemy, or otherwise (excepting only risks which result solely from affirmative wilful acts done by the Port Authority subsequent to the commencement of the Maintenance Building Renovation Work):

(i) The risk of loss or damage to all such Maintenance Building Renovation Work prior to the completion thereof and the risk of loss or damage of any property of the Port Authority arising out or in connection with the performance of the Maintenance Building Renovation Work. In the event of such loss or damage, the Operator shall forthwith repair, replace and make good the Maintenance Building Renovation Work and the property of the Port Authority without cost or expense to the Port Authority;

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the Maintenance

Building Renovation Work. The Operator shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of all claims and demands, just or unjust, by third persons (including employees, officers and agents of the Port Authority) against the Port Authority, its Commissioners, officers, agents and employees arising or alleged to arise out of the performance of the Maintenance Building Renovation Work. The Operator shall itself and shall also require its contractors to indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees against and from all such claims and demands, and for all loss and 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 whether they arise from the acts or omissions of the Operator, of any contractors of the Operator, 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 Newark against the Port Authority pursuant to the provisions of the Basic Lease whereby the Port Authority has agreed to indemnify the City against claims), excepting only claims and demands which result solely from affirmative wilful acts done by the Port Authority, its Commissioners, officers, agents and employees with respect to the Maintenance Building Renovation Work.

If so directed, the Operator 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 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, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

(2) The Operator shall submit to the Port Authority for its approval an Alteration Application or Applications, in the form supplied by the Port Authority and containing such terms and conditions as the Port Authority may include, setting forth in detail and by appropriate plans and specifications the Maintenance Building Renovation Work proposed by the Operator, and the manner of and time periods for performing the same. The Operator shall comply with all the terms and provisions of the approved Alteration Application or Alteration Applications (herein referred to singularly as "Alteration Application" and in the plural as "Alteration Applications"). In the event of any inconsistency between the terms of any Alteration Application and the terms of this Agreement, the terms of this Agreement shall prevail and control. The Operator shall also comply with all applicable governmental laws, ordinances, orders, enactments, resolutions, rules and directives. The data to be supplied by the Operator shall describe in detail the Maintenance Building Renovation Work. The Operator shall be responsible at its sole cost and expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the Maintenance Building Renovation Work. The plans and specifications to be submitted by the Operator to the Port Authority shall bear the seal of a qualified architect or professional engineer and shall be in sufficient detail for a contractor to perform the work. The Operator shall not engage any

contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor has been approved by the Port Authority and the Operator upon request will furnish the Port Authority with a copy of each of its proposed contracts with its contractors. The Operator shall include in any such contract or subcontract such provisions as required by this Agreement and also such other provisions as the Port Authority may require. The Operator shall file with the Port Authority a copy of its contracts and subcontracts covering the Maintenance Building Renovation Work or any portion thereof. Without limiting subparagraph (6) below, the Operator or its contractors and subcontractors shall obtain and maintain in force such insurance coverages and performance bonds in such amounts as the Port Authority may specify. All of the Maintenance Building Renovation Work hereunder shall be done in accordance with the said Alteration Application(s) and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the said work and after the completion thereof and the Operator shall redo or replace at its own expense any of said work not done in accordance therewith. Upon approval of such plans and specifications by the Port Authority, the Operator shall proceed diligently at is sole cost and expense to perform the Maintenance Building Renovation Work.

(3) All Maintenance Building Renovation Work, including workmanship and materials, shall be of first class quality. The Operator shall complete the Maintenance Building Renovation Work no later than August 31, 2000.

(4) Upon completion of the Maintenance Building Renovation Work the Operator shall supply the Port Authority with as-built plans and drawings in form and number requested by the Port Authority. Notwithstanding the submission by the Operator to the Port Authority of the contracts to be entered into by the Operator 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 the Operator or to any contractors engaged by the Operator or to others in connection with any proposed or actual contracts entered into by the Operator for the Maintenance Building Renovation Work or for any other matter in connection therewith and the Operator hereby releases and discharges the Port Authority, its Commissioners, officers, representatives and employees of and from any and all liability, claim 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 Maintenance Building Renovation Work by the Operator or pursuant to the contracts between the Operator and its contractors.

(5) The Operator shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the Maintenance Building Renovation Work; and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. The Operator shall indemnify the Port Authority against all claims, damages or losses that may arise or result therefrom, including interest thereon, and costs and expenses including attorneys' fees and penalties or fines. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the fuel storage facilities, the Building, the System or the Airport, or any portion thereof, nor to create any rights in said third persons against the Port Authority.

(6) The Operator in its own name as insured and including the Port Authority

as an additional insured shall procure and maintain Comprehensive General Liability insurance, including but not limited to premises operations, products-completed operations, explosion, collapse and underground property damages, personal injury and independent contractors, with a broad form of property damage endorsement, with a contractual liability endorsement covering the obligations assumed by the Operator pursuant to subparagraph (1) of this paragraph (c), and Comprehensive Automobile Liability insurance covering owned, non-owned and hired vehicles, which policies of insurance shall be in addition to all policies of insurance otherwise required by the Agreement, or the Operator may provide such insurance by requiring each contractor engaged by it for the Maintenance Building Renovation Work to procure and maintain such insurance including such contractual liability endorsement; said insurance, whether procured by the Operator or by the 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 Operator or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. The said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Operator thereunder with respect to any claim or action against the Operator by a third person shall pertain and apply with like effect with respect to any claim or action against the Operator by the Port Authority, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as an additional insured. In addition, said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Operator shall be the same as the protections afforded the Operator thereunder with respect to any claim or action against the Operator by a third person as if the Port Authority were the named insured thereunder. The said Comprehensive General Liability insurance policy shall have a limit of not less than $100,000,000 combined single limit per occurrence for bodily injury and property damage liability, and said Comprehensive Automobile Liability policy shall have a limit of not less than $25,000,000 combined single limit per accident for bodily injury and property damage liability. In addition to the foregoing, the Operator shall procure and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

(7) As to the insurance required herein, 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. 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, 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, if required, shall be delivered to the Port Authority at least fifteen (15) days prior to the Maintenance Building Renovation Work Completion Date as defined in subparagraph (11) below. 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 Operator 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 anytime so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

(8) The Operator shall be solely responsible for the plans and specifications used by it, and for the adequacy or sufficiency of such plans, specifications and all the improvements, alterations, installations and decorations depicted thereon or covered thereby, regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligations or liabilities in connection with the performance of the improvements, alterations, decorations and installations constituting the Maintenance Building Renovation Work, whether performed by the Operator or on its behalf, or the contracts for the performance thereof entered into by the Operator. Any warranties extended or available to the Operator in connection with the Maintenance Building Renovation Work shall be for the benefit of the Port Authority as well as the Operator.

(9) (i) Without limiting any of the terms and conditions of this Agreement, the Operator understands and agrees that it shall put into effect prior to the commencement of any Maintenance Building Renovation 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. For purposes of this Article XXXV, the term "construction work" as used in said Schedule E shall mean the Maintenance Building Renovation Work and the term "premises' shall mean the Building. The provisions of said Schedule E of this Agreement shall be applicable to the Operator's contractor or contractors and subcontractors at any tier of construction as well as to the Operator itself and the Operator 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 Operator 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, Minority Business Enterprises and Women-owned Business Enterprises programs of the Operator and its contractor, contractors, and subcontractors at any tier of construction, and the Operator 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 Minority Business Enterprise and Women-owned Business Enterprise programs.

(ii) In addition to and without limiting any terms and conditions of this Agreement, the Operator shall provide in its contracts and all subcontracts covering the Maintenance Building Renovation Work or any portion thereof, that:

(aa) The contractor shall not discriminate against employees and 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 Operator, 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 Operator 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 (aa) through (cc) of this paragraph 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.

(10) Title to the Maintenance Building Renovation Work shall pass to the Port Authority as the same or any part thereof is erected upon or affixed to the Building, the fuel storage facilities, the System, the land or to any existing structures.

(11) When the Maintenance Building Renovation Work has been completed, the Operator shall deliver to the Port Authority a certificate to such effect signed by an authorized officer of the Operator and also signed by the Operator's licensed architect or engineer certifying that the Maintenance Building Renovation Work has been performed in accordance with the approved Alteration Application(s) and the approved plans and specifications, data and materials forming a part thereof and the provisions of this Agreement and in compliance with all applicable laws, ordinances and governmental rules, regulations, orders and directives. Thereafter the Maintenance Building Renovation Work will be inspected by the Port Authority and if the same has been completed as certified by the Operator and the Operator's licensed architect or engineer, as aforesaid, a certificate to such effect shall be delivered to the Operator by the Port Authority subject to the condition that all risks thereafter with respect to the Maintenance Building Renovation Work and any liability therefor for negligence or other reason shall be borne by the Operator. The date specified in such certificate or the date of delivery by the Port Authority of such certificate to the Operator, whichever is later, shall constitute the

'Maintenance Building Renovation Work Completion Date' for purposes of this Agreement.

(d) (1) As used herein the term 'the Cost of the Maintenance Building Renovation Work' shall mean the sum of the following actually paid or incurred by the Operator to the extent that the inclusion of the same is permitted by generally accepted accounting principles consistently applied:

(i) the Operator's payments to independent contractors for work actually performed for the Maintenance Building Renovation Work;

(ii) the Operator's payments to independent contractors for equipment, supplies and materials actually furnished for the Maintenance Building Renovation Work;

(iii) the Operator's payments for engineering services which for the purposes of this Agreement shall mean all amounts actually paid and costs incurred by the Operator for engineering, architectural, professional and consulting services and supervision of construction for the Maintenance Building Renovation Work; provided, however, that the sum of the payments under this item (iii) plus the payments under the preceding items (i) and (ii) and the following item (iv) hereof shall not exceed $825,000.00;

(iv) the Operator's payments of premiums for performance bonds and for liability insurance, in effect during the period of construction only, subject to the limitations set forth in the foregoing item (iii) and elsewhere in this Article;

(v) liquidated overhead in the amount of ten percent (10%) of the sum of the preceding items (i) through (iv) and the following item (vi) in lieu of actual costs incurred by the Operator, but solely during the period of construction, for its administration and overhead in connection with the Maintenance Building Renovation Work; provided, however, that said amount under this item (v) shall not in any event exceed a maximum of $82,500; and

(vi) a maximum of $41,250 with respect to all actual payments made under the preceding items (i) through (v) arising as a result of change orders, authorized by the Port Authority, to the original contract(s) with the Operator's contractors authorized by the Port Authority.

(2) The sum of the costs approved under items (v) and (vi) of this subparagraph shall not exceed 19% of the sum of the costs under items (i), (ii), (iii) and (iv); if in fact there is any such excess, such excess shall not be a part of the costs incurred by the Operator in the performance of the Maintenance Building Renovation Work for the purposes

of this Article. No payment or payments on account of administrative or other overhead costs shall be included in the Cost of the Maintenance Building Renovation Work in excess of the amount set forth in item (v) above whether or not allocated to the Cost of the Maintenance Building Renovation Work by the Operator's own accounting practices.

(3) 'Final Date' shall mean (i) the 365th day following the Maintenance Building Renovation Work Completion Date, as defined in paragraph (c) (11) above, or (ii) the 90th day following the required date for the Operator's completion of the Maintenance Building Renovation Work as provided in paragraph (c) (3) above; whichever shall first occur.

(e) The Port Authority shall reimburse the Operator for the Cost of the Maintenance Building Renovation Work, as follows:

(1) The Operator shall periodically during the performance of the Maintenance Building Renovation Work (but not more frequently than once per calendar month) deliver to the Port Authority certificates which shall be signed by a responsible fiscal officer of the Operator, sworn to before a notary public and which shall set forth a representation by the Operator that it will apply the reimbursement payment only to the Cost of the Maintenance Building Renovation Work and for no other purpose whatsoever and shall contain and have attached thereto all of the certifications and other documentation and items required to be attached thereto as described in this Article (each such certificate being hereinafter called a 'Certificate'). Each such Certificate

(i) shall contain the Operator's certification as to each of the amounts, payments and expenses and costs contained therein and that the same constitute portions of the Cost of the Maintenance Building Renovation Work in accordance with and as described and defined in paragraph (d) above.

(ii) shall also have attached thereto reproduction copies or duplicate originals of the invoices of the independent contractors of the Operator and for such invoices an acknowledgment by the said independent contractors of the receipt by them of such amounts and payments;

(iii) shall contain the Operator's certification that the work for which payment is requested has been accomplished and that the amounts requested have been paid;

(iv) shall set forth the total cumulative payments made by the Operator as aforesaid from the commencement of the Maintenance Building Renovation Work to the date of the Certificate;

(v) shall contain a certification by the Operator that each portion of the Maintenance Building Renovation Work covered by said Certificate has been performed strictly in accordance with the terms of this Agreement and the Alteration Application(s);

(vi) shall have attached thereto accurate, readable and complete copies of all change estimates, change orders, extra work authorizations, design change authorizations, purchase orders in connection with the Maintenance Building Renovation Work;

(vii) shall have attached thereto true copies of any and all reports and schedules of any type submitted or kept, or required to be submitted or kept, by the Operator or any contractor, architect, engineer or other consultant of the Operator; and have attached thereto true copies of the items described in and required under subparagraphs (2) and (3) below.

(vii) shall also contain such further information and documentation with respect to the Cost of the Maintenance Building Renovation Work as the Port Authority from time to time may require.

(2) In addition to and without limiting any term or provision of this Agreement, it is hereby expressly agreed that the Port Authority shall have, and the Operator shall convey or cause to be conveyed to the Port Authority, full and unrestricted ownership (and free and clear of any and all security interests, liens, or other encumbrances) and all proprietary rights and interests in and to all documents produced for the design and construction of the Maintenance Building Renovation Work and each and every portion thereof, including without limitation drawings and specifications, work product, and the like, (including such which are or are to become the property of any 'Owner' named as such in such a contract or other agreements,) upon any payment made hereunder or otherwise therefor, or upon such earlier time or times as may be provided under the applicable contract(s) or other agreement(s), by the Port Authority for any item of the Maintenance Building Renovation Work, or applicable portion thereof, and each contract, purchase order, consultant agreement, architectural agreement, or any other type of agreement entered into by or on behalf of the Operator for the Maintenance Building Renovation Work or of any portion thereof shall reflect and or provide for the foregoing. It is further hereby expressly agreed that if the applicable contract or other agreement gives to the Operator any such rights of ownership that the same shall be deemed given to the Port Authority automatically without the requirement for any execution of any further documentation. The Operator shall and hereby agrees, without limiting the foregoing, to execute any and all documents which may be required by the Port Authority to transfer or evidence such ownership and proprietary rights of the Port Authority.

(3) Without limiting any of the foregoing provisions, the Operator hereby expressly represents and warrants to the Port Authority, and the Operator shall require that the Operator's contractors also represent and warrant to the Port Authority, that title to the Maintenance Building Renovation Work shall vest in the Port Authority as the same (or any component thereof, as to such component) is erected, constructed or installed at the Building, the fuel storage facilities or any other portion of the Airport; or upon payment by the Port Authority to the Operator of a reimbursement payment under this Article covering the same. The Operator further represents and warrants to the Port Authority and the Operator shall require the Operator's contractors to also represent and warrant to the Port Authority that title to the Maintenance Building Renovation Work and each part and component thereof shall vest in the Port Authority as aforesaid free and clear of any lien, security interest or other encumbrance. Upon request of the Port Authority the Operator will execute a bill of sale or such other document of conveyance as the Port Authority may request to evidence title to the aforesaid items in the Port Authority (including a warranty of title to the Port Authority). Further, the Operator shall from time to time execute such other documentation as the Port Authority may require and prepare evidencing such title of the Port Authority, as herein provided.

(4) Within thirty (30) days after the full execution of Supplemental Agreement No. 17 to this Agreement by the parties hereto with respect to all such Certificates, if any, properly submitted to the Port Authority by the Operator prior to said full execution, and thereafter during the term of this Agreement within thirty (30) days after the delivery of a duly and properly submitted Certificate to the Port Authority by the Operator, the Port Authority shall pay to the Operator the amounts paid by the Operator for the Cost of the Maintenance Building Renovation Work during the period covered by and set forth in such Certificate, as certified in such Certificate (but only to the extent that such amounts or any portion thereof have not theretofore been included in a prior Certificate) subject to the limitations stated herein and in paragraph (d) above and in paragraph (f) below; provided, further, however, that the Port Authority shall retain from each such payment the amount of ten percent (10%) of such payment (the 'retainage'), with the release of such retainage to the Operator to be subject to subparagraph (6) below.

It is understood that at the election of the Port Authority no payment will be made if the Port Authority's inspection or audit does not substantiate the contents of any of said Certificates and until such matters have been resolved to the satisfaction of the Port Authority, but the Port Authority shall have no obligation to conduct any such inspection or audit at such time.

(5) The Operator shall set forth in its final Certificate its final statement of the Cost of the Maintenance Building Renovation Work and shall mark such final certificate as 'Final' ('Final Certificate'). Without limiting any term or provision of this Agreement, in its Final Certificate the Operator shall also certify that the entire and complete Cost of the Maintenance Building Renovation Work has been paid; that there are no outstanding liens, mortgages, conditional bills of sale or other encumbrances of any kind with respect to the Maintenance Building Renovation Work ; and that there are no unpaid claims of any kind whatsoever with respect thereto. After submitting said Final Certificate, the Operator shall submit no further Certificate hereunder with respect to the Cost of the Maintenance Building Renovation Work.

(6) Notwithstanding anything to the contrary above, neither the final reimbursement by the Port Authority to the Operator based on the Operator's Final Certificate nor the retainage shall become due to the Operator unless and until the Operator has, to the satisfaction of the Port Authority, fully complied with all of the terms of this Article and all other applicable terms of this Agreement; submitted to the Port Authority all certifications, documentation and the like required under this Article; submitted its Final Certificate to the Port Authority; submitted such evidence of title to the Maintenance Building Renovation Work to the Port Authority in accordance with the provisions of this Article, including without limitation any certifications, warranties, documentation, releases or waivers the Port Authority may require in connection therewith; and obtained the acceptance of the Port Authority of the Operator's completion of the Maintenance Building Renovation Work. No such final payment or release of the retainage by the Port Authority shall constitute any waiver of claims or release by the Port Authority against the Operator or any of its contractors, subcontractors, architects or others, nor any waiver of the Port Authority's rights of audit and inspection, nor any waiver of any other rights or remedies, legal or equitable, of the Port Authority.

(f) The entire obligation of the Port Authority under this Agreement to reimburse the Operator for the Cost of the Maintenance Building Renovation Work shall be limited in amount to a total sum of Nine Hundred Fifty Thousand Dollars and No Cents ($950,000.00); provided, however, that such obligation shall be further limited in time to Maintenance Building Renovation Work covered by Certificates of the Operator in accordance with paragraph (e) above properly submitted by the Operator in accordance with and under said paragraph (e) on or prior to the Final Date as defined in said paragraph (e).

(g) The Port Authority shall have the right by its agents, employees and representatives to audit and inspect during regular business hours after the submission of the Final Certificate called for in paragraph (e) hereof, the books and records and other data of the Operator relating to the Cost of the Maintenance Building Renovation Work, as aforesaid; it being specifically understood that the Port Authority shall not be bound by any prior audit or inspection conducted by it. The Operator agrees to keep such books, records and other data within the Port of New York District, but the Operator shall not be required to maintain any such books, records and other data for more than five (5) years after it has delivered the Final Certificate called for under paragraph (e) above."

2. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Articles V and XX of the Agreement.

3. By executing this Supplemental Agreement, the Operator and each such person signing on behalf of the Operator certifies that the Operator and each parent and/or affiliate of the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred, or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b), and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification different from those set forth in the Agreement or this Supplemental Agreement; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government;(i) 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 investigate agency; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff, or equipment with any business entity.

The foregoing certifications as to (a) through (k) shall be deemed to have been made by

the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certifications shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.) the following terms shall mean:

Affiliate - An entity in which the parent of the Operator owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the Operator also owns more than fifty percent of the voting stock.

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

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil antitrust investigations, the term does not include inquiries made by any civil government agency concerning the 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, or local inquiries into tax returns.

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

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

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no agreement or sublease in effect between the submitting business and any other business or not- for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the

services of an employee, whether paid or unpaid, to the Operator and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individuals providing services to the Operator or if such services are provided on an alternating or interchangeable basis between the Operator and the other business(es) or not-for-profit organizations(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment should be considered to be shared whenever the Operator shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not for-profit organization, the Operator has entered into a formal agreement for use of the equipment and exercises exclusive use of the equipment; or when the Operator owns equipment that it has formally leased to another business or not-for-profit organization, and for the duration of such agreement the Operator has relinquished all right to the use of such leased equipment.

4. By executing this Supplemental Agreement, the Operator and each person signing on behalf of the Operator certifies that: (a) the Operator has not made any offers or agreements or given or agreed to give anything of value (see definition of 'anything of value' appearing in the Paragraph 5 below) or taken any other action with respect to any 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 effective April 11, 1996 (a copy of which is available upon request), nor does the Operator have any knowledge of any act on the part of the Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said Code; and (b) no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certifications as to "(a) and "(b)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made only with respect to the Operator itself, but also with respect to each parent, affiliate, director and officer of the Operator, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Operator with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certifications as the act and deed of the corporation.

The foregoing certifications shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port

Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. In addition, the Operator is advised that knowingly providing a false certification 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.)

5. During the term of the Agreement, the Operator shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing 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 of such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority. of duties on behalf of the Port Authority, whether or not such duties are related to this Agreement or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Agreement.

As used herein of value shall include but not be limited to any gift, gratuity, money, goods, equipment, services, meals, entertainment, lodging, transportation, discounts not available to the general public, favors, loans or the cancellation thereof, preferential treatment or business opportunity. It shall also include an offer of employment or the use of confidential information described by the Code of Ethics dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority); such term shall not include compensation contemplated by this Agreement or any other Port Authority contract. The contractor shall include the provisions of this clause in each subcontract entered into under this Agreement

6. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorneys fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies. The Operator hereby further understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or remedies of the Port Authority under the Agreement or otherwise available to it under law to recover damages, direct or indirect, including without limitation, costs and attorney's fees, or to obtain other available relief, legal or equitable, including without limitation indemnification, contribution and restitution, related to, in connection with, resulting from or arising out of any act, omission, liability or responsibility of the Operator or others with respect to any prior, existing or future environmental condition, contamination, impairment, cleanup or remediation at the Airport or any part thereof, or areas adjacent thereto, or with respect to compliance with, or failure to comply with or violation of, applicable laws, ordinances, governmental rules, regulations, permits, licenses and orders . The Operator hereby agrees not to raise the execution of this Supplemental Agreement (or any prior supplemental agreement to the Agreement) by the Port

Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or remedies.

7. As hereby amended, all the terms, provisions, covenants and conditions of the Agreement shall be and continue in full force and effect.

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

9. This Supplemental Agreement together with the Agreement to which it is supplementary constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by an instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents as of the date first written above.

ATTEST:

~~Secretary~~ SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

(Title): ASSISTANT ~~DIRECTOR~~

(Seal)

ATTEST:

Secretary

OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By: _____

(Title): _____ President

(Corporate Seal)

OGDEN CORPORATION, as Guarantor pursuant to its Contract of Guaranty hereby consents, accepts and agrees to the terms and conditions of the Agreement as amended and supplemented by this Supplemental Agreement

OGDEN CORPORATION

By: _____

(Title) _____ ~~President~~

(Corporate Seal)

APPROVED:

FORM | TERMS

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 Operator and the Operator shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Schedule E and in Article XXXV of Port Authority Operating Agreement No. AN-652 (herein called the "Agreement") with Ogden Aviation Service Company of New Jersey, Inc. (herein and in the Agreement called the "Operator"). 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 Operator well as each bidder, contractor and subcontractor of the Operator 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 Operator 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 Operator 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 Operator 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%

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 Operator and the Operator 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 Operator 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 Operator. 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 Operator 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 Agreement, 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 Operator and the Operator shall itself and shall require the general contractor or other construction supervisor and each of the Operator'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 percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum 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 percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum 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 and of which at least five percent (5%) are for the participation of Women-owned 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 Operator 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, One World Trade Center, 63 East, New York, New York 10048 or such other address as the Port Authority may specify by notice to the Operator. 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 to 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

Initialled:

For the Operator

CSL-61273;- Ack. N.J.; Corp. & Corp.

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

On the 6th day of March, ~~1999~~ 2000, before me, the subscriber, a notary public of New York, personally appeared Frances A. Sitnala the Asst. Sec Corporation of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Commissioners.

(notarial seal and stamp)

LINDA C HANDEL
Notary Public State of New York
No 01HA6035589
Qualified in New York County
Commission Expires January 3, 2002

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

On the 12th day of January, ~~1999~~ 2000, before me, the subscriber, a notary public of New York, personally appeared Dennis Blair the Vice President of OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC., who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Directors.

(notarial seal and stamp)

CYNTHIA SIMMONS
Notary Public, State of New York
No. 03-4778559
Qualified in Westchester County
Commission Expires April 30, 2001

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

On the 12th day of January, ~~1999~~ 2000, before me, the subscriber, a notary public of New York, personally appeared J.L. Ettinger the Secretary ~~President~~ of OGDEN CORPORATION, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Directors.

(notarial seal and stamp)

CYNTHIA SIMMONS
Notary Public, State of New York
No. 03-4778559
Qualified in Westchester County
Commission Expires April 30, 2001

652.18/00-03rev

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

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 18

EIGHTEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the 1st day of May 2000 (hereinafter referred to as "Supplemental Agreement" or as "Supplement No. 18") by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as "the Port Authority") and OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (formerly named Ogden Allied Aviation Service Company of New Jersey, Inc. and formerly named Allied Aviation Service Company of New Jersey, Inc. and hereinafter referred to as "the Operator"), a corporation organized and existing under the laws of the State of New Jersey,

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing, together with the supplemental agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985, May 1, 1988, October 31, 1988, May 1, 1991, October 31, 1991, April 30, 1994, July 1, 1996, May 1, 1997 and November 1, 1999 being hereinafter collectively called "the Agreement"), the Operator agreed among other things to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport (hereinafter called the "Airport"); and

WHEREAS, the Port Authority and the Operator desire to extend the effective period of the Agreement and to amend the Agreement in certain respects, as hereinafter provided:

NOW, THEREFORE, the Port Authority and the Operator hereby agree, effective as of May 1, 2000, as follows:

1. The effective period of the Agreement is hereby extended to and including April 30, 2003, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement as heretofore amended is hereby further amended to read as follows:

"(3) Four percent (4%) of the sum of items (1)and (2) above, up to a total of $120,000 for the period from May 1, 2000 to April 30, 2003, but in no event to exceed a total of $40,000 in any fiscal contract year during said period; and".

3. Article XII of the Agreement, as previously amended, is hereby further amended to read as follows:

"Article XII. Method of Payments to the Operator

(A) Projected Costs: For purposes of this Agreement the Operator has submitted to the Port Authority projections of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder; such projections for each fiscal contract year during the period May 1, 2000 through April 30, 2003 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit Z:00A' and are hereinafter called 'the Projected Costs'; provided, however, that payments of Projected Costs and monthly Projected Costs under Paragraph (C) hereof shall not include the amount, if any, set forth in Exhibit Z:00A (or any other amount) for 'Labor Contingency'. Such projections for each month of the fiscal contract year commencing May 1, 2000 and ending April 30, 2001 are also shown on Exhibit Z:00A (page 2) and said monthly breakdown of the Projected Costs are herein called the 'monthly Projected Costs'). It is expressly understood and agreed that the Projected Costs set forth in said Exhibit Z:00A for the fiscal contract year commencing May 1, 2001 and ending April 30, 2002 (herein referred to as 'the 2001-02 contract year') and for the fiscal contract year commencing May 1, 2002 and ending April 30, 2003 (herein referred to as 'the 2002-2003 contract year') shall be subject to further review and adjustment by the Port Authority as follows:

(1) Annual Review and Adjustment: With respect to the 2001-02 contract year, the Operator, on or before February 28, 2001 shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:00A for the 2001-02 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of the specified costs of operating and maintaining the System and of performing other obligations and services

required hereunder for the said contract year; it being understood that there shall be no increase in the Operator's fixed annual management fee, denominated as 'Management Fee' as set forth on Exhibit Z:00A, for said 2001-02 contract year. With respect to the 2002-03 contract year, the Operator, on or before January 31, 2002, shall advise the Port Authority by written notice signed by the President or a Vice-President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:00A for the 2002-03 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year; it being understood that there shall be no increase in the Operator's fixed management fee, denominated as 'Management Fee' as set forth on Exhibit Z:00A, for said 2002-03 contract year. In the event the Operator desires to revise the Projected Costs for the 2001-02 contract year or the 2002-03 contract year, as the case may be, it shall submit with the said notice its proposed projections of costs for the 2001-02 contract year or the 2002-03 contract year, as the case may be, in the same form as Exhibit Z:00A and with the exact same types of specified costs but with the desired revised amounts. The Operator shall also include with each of the aforesaid notices a monthly breakdown of the Projected Costs for the respective fiscal contract year in the same form as Exhibit Z:00A (page 2) showing both the breakdown of said Projected Costs as the same are set forth in Exhibit Z:00A (page 1) and also based on the proposed revisions (revised amounts only) thereto.

After its receipt of the Operator's notice, the Port Authority shall review the proposed projected costs for the 2001-02 contract year or the 2002-03 contract year, as the case may be, whether based on those set forth in Exhibit Z:00A or on proposed revisions submitted with the Operator's notice. In the said review of said projected costs, the Port Authority and the Operator agree to consult with each other in good faith, and, if appropriate, to meet to discuss possible adjustments to said proposed projected costs. The Operator shall have the right to present to the Port Authority all appropriate materials in support of the Operator's proposed revisions, the Port Authority agreeing to give a full and fair review to all such revisions and supporting materials provided the same are timely submitted during the period for Port Authority review as described herein.

No later than sixty (60) days after its receipt from the Operator of the aforesaid notice and after the Port Authority's aforesaid review has been completed, the Port Authority shall advise the Operator of the Port Authority's election:

(i) to continue with the Projected Costs for the 2001-02 contract year, or the 2002-03 contract year, as the case may be, as the same are set forth in Exhibit Z:00A; or

(ii) to accept the proposed revisions as submitted by the Operator with its aforesaid notice; or

(iii) to adjust the proposed revisions as submitted by the Operator with its aforesaid notice; or

(iv) to adjust the Projected Costs as the same are set forth in Exhibit Z:00A for the said contract year (whether or not the Operator has submitted proposed revisions to said Projected Costs with its aforesaid notice).

In the event the Port Authority elects to continue with the Projected Costs for the 2001-02 contract year as the same are set forth in Exhibit Z:00A, Exhibit Z:00A shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:00A (page 3); and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2001-02 contract year. In the event the Port Authority elects to continue with the Projected Costs for the 2002-03 contract year as the same are set forth in Exhibit Z:00A, Exhibit Z:00A shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs shall be attached to the Port Authority's notice and labeled as Exhibit Z:00A (page 4); and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2002-03 contract year.

With respect to the 2001-02 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:01A containing the new amounts for the 2001-02 contract year and which from and after May 1, 2001 shall be deemed to be substituted in lieu of Exhibit Z:00A attached hereto, but solely with respect to said contract year. With respect to the 2002-03 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:02A containing the new amounts for the 2002-03 contract year and which from and after May 1, 2002 shall be deemed to be substituted in lieu of Exhibit Z:00A attached hereto, but solely with respect to said contract year.

It is understood and agreed that any revision to the Projected Costs as above provided shall not increase the amount of the Operator's annual fixed fee (as defined in Paragraph (E) below).

(2) It is understood and agreed that the Port Authority and the Operator in the above-provided review and adjustment procedure for determining the Projected

Costs for the 2001-02 and 2002-03 contract years shall consider the forecasts of estimated activities of the users of the System for each of the aforesaid contract years.

(3) The term 'Projected Costs' as used in this Agreement shall be deemed to include the monthly Projected Costs with respect to the applicable fiscal contract year. With respect to the 2001-02 contract year and the 2002-03 contract year, in the event the Port Authority elects items (ii), (iii), or (iv) of subparagraph (1) above, the terms 'Projected Costs' and 'monthly Projected Costs' as used in this Agreement shall mean the projection of specified costs as shall be set forth in the revised and relabelled Exhibit Z:00A attached to the Port Authority's notice for the respective contract year as described above.

(4) Copies of the notices described in subparagraph (1) above may also be sent by the Port Authority to each of the Airline Lessees (as said term is defined in Article XXV hereof).

(B) (1) It is understood and agreed that there shall be deemed included in the Projected Costs and in the Actual Costs as hereinafter defined, and in the payments to the Operator under Paragraph (C) (3) of this Article XII the following:

(i) The Operator's costs with respect to the fuel expenses mentioned in paragraph (f) of Article III;
(ii) The Operator's costs with respect to the other equipment mentioned in paragraph (1) of Article IX amortized over an appropriate period:
(iii) The Operator's costs with respect to repair and maintenance of the Building as described in paragraph (e) of Article VIII;
(iv) Interest at the rate of four percent (4%) per annum with respect to the interim monthly amortization amount as set forth in Article VIII, it being recognized that said 4% interest is in excess of the six percent (6%) rate specified in Article VIII;
(v) The Operator's costs of insurance with respect to the insurance requirements described in paragraph (g) of Article VIII, in paragraph (h) of Article IX, in paragraphs (b), (c) and (d) of Article XIII and in paragraph (g) of Article IX-A;
(vi) The Operator's costs with respect to its obligations and services pursuant to Article XV;
(vii) The Operator's costs with respect to all parts, equipment, materials, tools and supplies for the hydrant carts and the Operator's costs with respect to the fuel expenses for said hydrant carts, as mentioned in paragraph (a) of Article III of the Agreement, as amended; it being expressly understood, however, that the inclusion of the said Operator's costs in the Projected Costs and in the Actual Costs and in the payments to the Operator based on the same shall have effect from May 1, 2000 and shall be of prospective effect solely, and, further,

that neither the said inclusion, nor anything contained in the Agreement, as amended, shall or shall be deemed to alter, modify, change, waive or prejudice in any way the rights of the Port Authority under the Agreement to disallow the inclusion of any of the said Operator's costs in the Projected Costs or the Actual Costs for any period prior to May 1, 2000; and

(viii)The Operator's costs with respect to the operation, maintenance and repair of the Supplemental Service Fleet or any fueling truck forming a part thereof, of any nature whatsoever, including insurance, pursuant to Article IX-A hereof.

(2) It is specifically understood and agreed that the Projected Costs and the Actual Costs, as hereinafter defined, do not include and shall not be deemed to include any costs with respect to any of the following:

(i) The reimbursable items as defined in paragraph (a) of Article III;
(ii) The reimbursable utilities as defined in paragraph (a) of Article III;
(iii) The reimbursable services as defined in paragraph (c) of Article III;
(iv) The reimbursable maintenance cost as defined in paragraph (d) of Article III;
(v) The interim monthly amortization amounts as defined in paragraph (f) of Article VIII;
(vi) The specialized equipment as defined in paragraph (k) of Article IX;
(vii) Any of the obligations imposed on the Operator pursuant to paragraph (h) of Article III, Article VII, paragraph (c), (h) and (k) of Article VIII and Article XXI;
(viii) The obligations of the Operator under Article XXXIII of this Agreement.

The monthly payments of Projected Costs and Actual Costs, as hereinafter defined, to be made by the Port Authority under Paragraph (C) (3) of this Article XII shall not include any of the foregoing items. Projected Costs and Actual Costs, as hereinafter defined, shall not include and shall not be deemed to include any other obligations of the Operator which are to be solely and fully borne by the Operator, including without limitation the obligations of the Operator under paragraph (a) of Article XIII hereof. The foregoing shall not be construed to limit, impair or preclude any right or remedy of the Port Authority hereunder or otherwise.

(3) It is expressly understood and agreed that the Projected Costs and Actual Costs, as hereinafter defined, upon which the Port Authority's payments under this Paragraph (C) hereof are based, are and shall be limited to those types of specified costs set forth in Exhibit Z:00A attached hereto and that no payments of Projected Costs and Actual Costs shall be made to the Operator by the Port Authority for any type or types of

costs other than those set forth in Exhibit Z:00A as herein provided.

(C) (1) Monthly statements: Not later than the 15th day of May 2000 and not later than the 15th day of each and every month thereafter during the effective period of this Agreement, including the month following the expiration or earlier termination thereof, the Operator shall certify to the Port Authority by means of a sworn statement of a responsible fiscal officer of the Operator the following (in each case with all sufficient details, itemization, identification of the users of the System and corresponding gallonage):

(a) The number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users other than Fixed Base Operator(s) during the preceding calendar month;

(b) The number of gallons of aviation fuel delivered by the Operator into the fuel trucks of each Fixed Base Operator during the preceding calendar month;

(c) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each Fuel Storage Permittee during the preceding calendar month;

(d) The number of gallons of aviation fuel received from each Fuel Storage Permittee which is not an Aviation Fuel Supplier during the preceding calendar month;

(e) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Airline Customer of each Aviation Fuel Supplier during the preceding calendar month;

(f) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Fuel Storage Permittee during the preceding calendar month;

(g) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each of its customers who are general aviation aircraft operators during the preceding calendar month;

(h) The total number of gallons of aviation fuel received by the Operator into the fuel storage facilities of the System during the preceding calendar month.

The statement covering item (b) shall also be delivered to the Fixed Base Operator; the statements covering items (c) and (d) shall also be delivered to each Fuel

Storage Permittee, and when such Permittee is a Supplier, the statement shall individually list each Fuel Storage Permittee and each Airline Customer for whom the receipt and/or delivery of the aviation fuel has been made; the statement covering item (e) shall also be supplied to each Airline Customer as to deliveries to its aircraft; the statements covering item (f) shall also be delivered to each Fuel Storage Permittee.

Each of the monthly statements of the Operator to be submitted to the Port Authority as described in this Paragraph (C) are herein sometimes referred to as the 'Operator's monthly statement.'

(2) Monthly statements: Actual Costs/Monthly Comparison to Projected Costs:

The Operator's monthly statements to be submitted by the Operator to the Port Authority hereunder shall also include a statement certified and sworn to by a responsible fiscal officer of the Operator setting forth the amounts of all of the actual costs of the types specified in the Operator's Projected Costs as shown in Exhibit Z:00A actually incurred by the Operator during the immediately preceding calendar month in the performance of the operations and services to be performed by the Operator hereunder (the 'Actual Costs').

Each of the said Operator's monthly statements shall also list individually the Actual Costs with respect to the items named in Exhibit Z:00A and shall indicate any variance between the Actual Costs and the Projected Costs for the said immediately preceding calendar month.

Each of the said Operator's monthly statements shall also set forth the monthly Projected Costs for the month in which the statement is submitted (hereinafter referred to as 'the monthly Projected Costs for the current month') based on the said Exhibit Z:00A and, in the event said Exhibit is revised for the 2001-02 or 2002-03 contract years in accordance with the provisions of Paragraph (A) above, based on the revised version or versions of the Exhibit Z:00A.

The portion of each of Operator's monthly statement which sets forth the variance between individual Actual Costs and individual Projected Costs, as described, shall also be sent by the Operator to each of the Airline Lessees.

(3) Monthly payments:

The Port Authority, no later than ten (10) days immediately following its receipt of the Operator's monthly statement for the immediately preceding calendar month, shall pay to the Operator:

(i) the monthly Projected Costs for the current month;

(ii) the current month's installment of the Operator's annual fixed fee, as hereinafter defined in Paragraph (E) below;

(iii) Subject to and without limiting the provisions of paragraph (G) of this Article XII and the provisions of Article XXVIII hereof, it is understood and agreed that in the event the Operator's Actual Costs for the calendar month immediately preceding the current month exceed the monthly Projected Costs for the said immediately preceding calendar month, as certified in the Operator's monthly statement for the current month, the Port Authority's payment hereunder shall include an additional adjustment amount equal to the amount constituting the difference between said Actual Costs for the said month and said monthly Projected Costs; and that in the event the Actual Costs for the calendar month immediately preceding the current month were less than the monthly Projected Costs for said immediately preceding month, the Port Authority shall credit against its payment obligations hereunder the full amount of said difference, with the said credit or credits for each such month to continue until the same are exhausted.

It is specifically understood and agreed that the amount, if any, set forth in Exhibit Z:00A (or any other amount) for 'Labor Contingency' shall not be included in Port Authority payments of Projected Costs and such amount is to be payable by the Port Authority only if and to the extent actually expended by the Operator and includible in Actual Costs hereunder.

(D) The Operator agrees:

(1) to maintain, in accordance with accounting practices acceptable to the Port Authority, records and books of account recording all of its transactions hereunder, which records and books of account shall be kept at all times within the Port of New York District during the effective period of this Agreement and for seven (7) years after the expiration or earlier revocation or termination thereof (and if material to litigation initiated within that time said records and books of account shall be preserved until the final determination of the controversy), and which records and books of account shall show (i) the basis and all supporting documents for each and every statement required to be furnished hereunder by the Operator; (ii) the costs of the Operator of conducting all of its operations hereunder, the revenues of whatever kind or nature from such operations, the method of amortizing and depreciating costs of whatever kind or nature and the resulting profit (or loss) to the Operator from the operations hereunder; (iii) all of the actual costs; (iv) the basis and all supporting documents for each and every statement and certification submitted by the Operator under the Costs Savings Incentive Program as described in Paragraph (F) below; (v) such other information as the Port Authority may from time to time request; (vi) and date and nature of each item of service, repair and maintenance provided by the Operator with respect to the System, including

without limitation the hydrant carts, and the fuel trucks comprising the Service Fleet pursuant to Article IX of this Agreement, and the fueling trucks supplied by the Port Authority pursuant to Article IX-A of this Agreement, and the Building pursuant to Article VIII hereof;

(2) to permit during ordinary business hours the examination and audit by the officers, employees and representatives of the Port Authority of the aforesaid records and books of account required to be maintained by the Operator;

(3) to permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Operator, including without limitation thereto, any metering or measuring devices;

(4) to install and use such measuring and metering devices, invoicing machines and other equipment or devices for recording quantities received and quantities delivered as may be appropriate to the business of the Operator and necessary or desirable to keep accurate records;

(5) to furnish to the Port Authority at such time as the Port Authority may from time to time and at any time request a sworn statement of a responsible fiscal officer of the Operator setting forth in such detail as requested by the Port Authority and covering the twelve-month period immediately preceding the date of the request the information required to be shown under subparagraph (1) of this Paragraph (D) of this Article XII; and

(6) to permit a semi-annual review by the Port Authority and representatives of the Airline Fuel Committee ((as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof) of the Operator's Projected Costs and Actual Costs (without limiting any other term or provision of this Agreement).

(E) The Operator's annual fixed fee: For each of the three fiscal contract years during the period commencing May 1, 2000 and expiring April 30, 2003 the Operator's annual management fee ('the Operator's annual fixed fee') shall be in the following amounts:

(1) For the 2000-01 contract year the Operator's annual fixed fee shall be in the amount of Seven Hundred Thousand Dollars and No Cents ($700,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:00A attached hereto.)

(2) For the 2001-02 contract year the Operator's annual fixed fee shall be in the amount of Seven Hundred Twenty Thousand Dollars and No Cents ($720,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:00A attached hereto.)

(3) For the 2002-03 contract year the Operator's annual fixed fee shall be in the amount of Seven Hundred Forty Thousand Dollars and No Cents ($740,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:00A attached hereto.)

(F) 'Costs Savings Incentive Program' :

(1) (a) It is intended that the Operator will, during the period May 1, 2000 through April 30, 2003 of the term of this Agreement, use its best efforts to develop costs savings ideas for the achievement of the reduction in Actual Costs (as defined in Paragraph (C) (2) above) of items of costs set forth in Exhibit Z:00A and that the Operator shall do so without limiting, diminishing, compromising or impairing its operations, services, standards and duties, responsibilities and obligations under this Agreement or the integrity, reliability or safety of the System ('Costs Savings Idea'). Within sixty days after the end of the 2000-01 contract year and within sixty days after the end of the 2001-02 contract year and at the same time that the Operator submits the statement required under Paragraph (H) hereof, the Operator shall submit to the Port Authority the Operator's written proposal for the adoption of the Operator's Costs Savings Idea, which writing shall be signed by a responsible fiscal officer of the Operator, and is herein referred to as the 'Operator's Costs Savings Certification'. The Operator shall set forth in the Operator's Costs Savings Certification the full description of each such Costs Savings Idea and the Operator's certification and request to the Port Authority for its consideration as to the eligibility of such Costs Savings Idea for a Costs Savings Incentive Payment. Port Authority consideration of each such Costs Savings Idea will be made, in consultation with the Airline Fuel Committee (as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof). The Operator's Costs Savings Certification shall include and be accompanied by such documentation as is necessary to demonstrate to the satisfaction of the Port Authority, in consultation with said Airline Fuel Committee, that such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator; that said such Costs Savings Idea was directly and solely the cause of a reduction in an item or items of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year. The Operator's Costs Savings Certification

shall clearly set forth the amount and calculation of said costs savings reduction. Further, the Operator's Costs Savings Certification shall also include the Operator's certification that each such Costs Savings Idea is and shall be in compliance with the terms and provisions of this Agreement and in compliance with all applicable laws, ordinances, governmental rules, regulations, permits, licenses and orders; and that each such Costs Savings Idea will be incorporated into and reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year. Further, the Operator's Costs Savings Certification shall also include the Operator's certification that all of the criteria set forth in subparagraph (b) below have been satisfied.

(b) After its receipt of the Operator's Costs Savings Certification, the Port Authority in consultation with the Airline Fuel Committee will determine the eligibility of the same for Costs Savings Incentive Payment and the amount thereof ; it being understood and agreed that said determination of the Port Authority shall be controlling and final. Eligibility of a Costs Savings Idea included in the Operator's Costs Savings Certification for Costs Savings Incentive Payment and the amount thereof will be determined using the following general criteria: the achievement of the reduction in total Actual Costs of items set forth in Exhibit Z:00A without limiting, compromising or impairing the Operator's operations, services, standards and duties and obligations under this Agreement or the integrity, reliability or safety of the System; whether such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator; whether such Costs Savings Idea was directly and solely the cause of a reduction in an item or items of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year; computability and verification, by documentation and otherwise, of the amount of said costs savings reduction; whether each such Costs Savings Idea will be incorporated into and will reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year; and whether said costs savings reduction amount is based on items of costs actually incurred by the Operator for the preceding contract year. 'Costs Savings Amount' shall mean the amount, if any, determined by the Port Authority, as aforesaid, as eligible for a Costs Savings Incentive Payment in accordance with the terms hereof.

Anything to the contrary notwithstanding, a Costs Savings Idea shall not be implemented or submitted by the Operator or be eligible for consideration for a Costs Savings Incentive Payment if the same would be violative of any of the terms and provisions of this Agreement or violative of or not in compliance with any applicable law, ordinance, governmental rule, regulation, permit, license or order, or of any Port Authority rule, regulation or policy.

(c) 'Costs Savings Incentive Payment' shall mean an amount equal

to the product obtained from the following calculation:

(Costs Savings Amount - $25,000) × 50%=Costs Savings Incentive Payment: provided, however, that where such calculation produces a negative amount the Costs Savings Incentive Payment shall equal zero and no such Payment shall be made.

It is specifically understood and agreed that the amount, if any, set forth in Exhibit Z:00A (or any other amount) for 'Labor Contingency' shall not form the basis for, or be included in, any Costs Savings Amount or Costs Savings Incentive Payment.

(2) (a) In the event, and solely in the event, that the Port Authority determines that a Costs Savings Idea is eligible for a Costs Savings Incentive Payment in accordance with the foregoing provisions hereof, and subject to the additional conditions described in subparagraphs (b) and (c) below, the amount of the Costs Savings Incentive Payment shall be paid to the Operator not later than sixty (60) days following such determination; provided, however, that the foregoing or any Costs Savings Payment to be made shall not affect, reduce or diminish any amount to be credited to the Port Authority pursuant to the provisions of subparagraph (iii) of Paragraph (C) (3) above and the Port Authority shall have the right to apply such credits against any such Payment.

(b) Any Costs Savings Incentive Payment made by the Port Authority hereunder shall be subject to all rights of audit and inspection by the Port Authority as provided in this Agreement, including without limitation under Paragraph (D) of this Article XII and under Article XXVIII hereof, and it is further understood that at the election of the Port Authority no payment will be made if the Port Authority's inspection or audit does not substantiate the contents of any Operator's Costs Savings Certification and until such matters have been resolved to the satisfaction of the Port Authority, but the Port Authority shall have no obligation to conduct any such inspection or audit at such time.

(c) Each Costs Savings Idea determined by the Port Authority to be eligible for a Costs Savings Incentive Payment shall be incorporated by the Operator into its proposed revisions to Projected Costs under the provisions of Paragraph (A) (1) above for the fiscal contract year in which such payment was made and for each succeeding fiscal contract year, and into the Projected Costs and the Actual Costs for each of the said fiscal contract years; provided that the foregoing shall not limit or restrict the rights of the Port Authority under said Paragraph (A) (1) or under any other term or provision hereof. Without limiting any other rights or remedies of the Port Authority, in the event that a Costs Savings Idea upon which a Costs Savings Incentive Payment was made is not incorporated by the Operator in the Projected Costs and the Actual Costs for each of the aforesaid fiscal contract years, or in the event that such Costs Savings Idea does not reduce the Projected Costs and the Actual Costs for each of the said fiscal contract years in an amount in each such year equal to or greater than the Costs Savings

Amount, the amount of the Costs Savings Incentive Payment made to the Operator shall be repaid by the Operator to the Port Authority on demand; provided that if the said reduction in the Projected Costs and the Actual Costs in any such fiscal contract year resulting from the Cost Savings Idea is less than the Cost Savings Amount, the Port Authority, in consultation with the Airline Fuel Committee, may take into consideration contributing facts or circumstances in computing the full amount of the said repayment obligation of the Operator. The Port Authority shall have the right to elect to credit the amount of any such repayment to be made by the Operator against the payment obligations of the Port Authority under the Agreement, with the said credit to continue until the full amount of the repayment is made.

(3) It is expressly understood and agreed that neither any determination made by the Port Authority hereunder nor any Costs Savings Incentive Payment nor any revisions to Projected Costs made or approved on the basis of the Costs Savings Incentive Program shall or shall be deemed to limit, modify, impair, waive, diminish or restrict any right or remedy of the Port Authority in law or equity, whether under this Agreement or otherwise, nor shall any of the same relieve or release the Operator from any of its obligations, duties, liabilities and responsibilities under this Agreement.

(G) Without limiting any other obligation of the Operator under the Agreement, the Operator agrees that in any event it shall use its best efforts to keep its costs under this Agreement for each fiscal contract year as low as possible.

(H) Annual Statements: The Operator shall submit to the Port Authority within sixty (60) days after the end of each fiscal contract year or after the date of any earlier termination or revocation of this Agreement, an annual statement certified by a responsible fiscal officer of the Operator setting forth annual totals of the Actual Costs by the Operator for such fiscal contract year. The said annual statement shall list individually the Actual Costs with respect to the items set forth in Exhibit Z:00A and shall indicate any variance between the individual Actual Costs and the individual Projected Costs. The said annual statement shall also set forth the annual total of the result of the Operator's monthly comparison of the Projected Costs to the Actual Costs."

4. (a) Item III of paragraph (b) of Article XIII of the Agreement, as previously reinstated into the Agreement, is hereby further amended to read as follows:

"III. Contractor's Pollution Liability, including, but not limited to, coverage for sudden, unintended, and unexpected seepage, pollution or contamination	$25,000,000 per occurrence and annual aggregate subject to a deductible not greater than $50,000 per claim (Multiple claims arising out of the same, interrelated, associated, repeated, or continuous pollution conditions or pollution releases or discharges shall be considered a single claim subject to this deductible)."

(b) The Operator shall promptly upon, and not later than ten (10) days after, its execution of this Supplement No. 18 to the Agreement deliver to the Port Authority a certified copy of said Environmental Impairment Liability Insurance or a certificate or certificates evidencing the existence thereof in accordance with and subject to paragraph (e) of said Article XIII of the Agreement.

5. (a) The Operator, pursuant to Article XXXII of the Agreement, as amended, has supported its performance under the Agreement with a contract of guaranty executed by its overall parent company, Ogden Corporation, (a copy of such current contract of guaranty being attached to Supplement No. 14 to the Agreement). The representations made with respect to the ownership of the Operator by said Ogden Corporation and by Ogden Maintenance Corporation and Ogden Services Corporation as set forth in said Article XXXII of the Agreement are hereby reaffirmed by the Operator. The Operator shall, pursuant to Article XXXII of the Agreement, as amended, at all times during the effective period of the Agreement, as hereby extended and amended, maintain in full force and effect said Agreement of Guaranty executed by said Ogden Corporation, as attached to said Supplement No. 14 to the Agreement; subject to the requirements for new or other forms of security in accordance with said Article XXXXII as hereinbelow amended.

(b) The second sentence of Article XXXII of the Agreement, as previously amended and set forth in Supplement No. 14 of the Agreement, is hereby amended as follows:

> "It is hereby expressly understood and agreed that in the event there is a change in the aforesaid relationship of the Operator and said companies (the foregoing Ogden Corporation, Ogden Maintenance Corporation and Ogden Services Corporation) as a result of which the Operator is not wholly-owned either directly or indirectly by, or is not a wholly-owned subsidiary of, Ogden Corporation, as aforesaid, or in the event the operations or assets of the Operator are sold, conveyed or transferred in any manner by said Ogden Corporation (or any direct or indirect subsidiary of Ogden Corporation), then the Port Authority, in addition to and without limiting any other right or remedy of the Port Authority, shall have the right to require the Operator to substitute or deposit new or other forms of security, as determined by the Port Authority, to the Port Authority and the Operator shall promptly comply with such requirement; provided that neither the foregoing nor any such new or other security shall be deemed to limit or impair any rights of termination of the Port Authority or any other rights or remedies of the Port Authority hereunder or otherwise. The failure of the Operator to promptly comply with the foregoing requirement shall constitute an event of default of the Operator under this Agreement. In addition to and without limiting or impairing any other right of the Port Authority to terminate this Agreement, any change in said ownerships contrary to said representations of the Operator shall constitute an event the occurrence of which will entitle the Port Authority to terminate this

Agreement pursuant to Article XXIII hereof."

6. (a) Paragraph (a) of Article XXIII of the Agreement, which Article is entitled "Termination by the Port Authority", as previously amended, is hereby amended and restated to read as follows:

"(a) If any one or more of the following events shall occur, that is to say:

(1) The Operator 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

(2) By order or decree of a court the Operator 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 Operator, 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 of any State thereof; or

(3) 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 Operator and shall not be dismissed within thirty (30) days after the filing thereof; or

(4) The interest of the Operator under this Agreement shall be transferred to, or shall pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Operator 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

(6) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental power, 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 Operator, and such possession or control shall continue in effect for a period of fifteen (15) days; or

(7) The Operator shall voluntarily discontinue its operations at the Airport, or after exhausting or abandoning any right of further appeal, the Operator shall be prevented for a period of thirty (30) days by action of any governmental agency other than the Port Authority having jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of the Operator; or

(8) Any lien is filed against the Fuel System or the Building because of any act or omission of the Operator and is not removed within ten (10) days; or

(9) The Operator shall fail at any time to render or perform in a proper and safe manner the services to be furnished, or any of its operations, hereunder or 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 ten (10) 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 Operator shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control); or

(10) Any change of the ownership of the Operator contrary to the Operator's representations stated in Article XXXII of this Agreement;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may upon five (5) days' notice terminate the rights of the Operator hereunder and this Agreement, 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) Paragraph (d) of said Article XXIII of the Agreement (as set forth in Supplement No. 1 of the Agreement)is hereby restated to read as follows:

"(d) In addition to any other rights of termination hereunder, the Port Authority (1) at its own election and without cause, or (2) at the request of a majority of the Airline Lessees shall have the right to terminate this Agreement at any time on ninety (90) days' written notice to the Operator. For the purposes hereof the term 'majority of the Airline Lessees' shall be deemed to mean fifty per cent (50%) by number of all Airline Lessees and also representing seventy -five percent (75%) of the total gallons of aviation fuel delivered into aircraft during the twelve consecutive calendar months preceding the date of such termination notice."

7. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Articles V and XX of the Agreement.

8. By executing this Supplemental Agreement, the Operator and each such person signing on behalf of the Operator certifies that the Operator and each parent and/or affiliate of the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred, or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b), and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification different from those set forth in the Agreement or this Supplemental Agreement; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) 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 investigate agency; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff, or equipment with any business entity.

The foregoing certification as to "(a) "through "(k)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certifications shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.)

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

Affiliate - An entity in which the parent of the Operator owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the Operator also owns more than fifty percent of the voting stock.

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

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

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 antitrust investigations, the term does not include inquiries made by any civil government agency concerning the 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, or local inquiries into tax returns.

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

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

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not- for-prof it organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the Operator and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the Operator or if such services are provided on an alternating or interchangeable basis between the Operator and the other business(es) or not-for-profit organizations(s) . "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment should be considered to be shared whenever the Operator shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not- for-profit organization, the Operator has entered into a formal lease for use of the equipment and exercises exclusive use of the equipment; or when the Operator owns equipment that it has formally leased to another business or-not-for-profit organization, and for the duration of such lease the Operator has relinquished all right to the use of such leased equipment.

9. By executing this Supplemental Agreement, the Operator and each person signing on behalf of the Operator certifies that: (a) the Operator has not made any offers or agreements or given or agreed to give anything of value (see definition of "anything of value" appearing in the Paragraph 10 below) or taken any other action with respect to any 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 revised April 11, 1996 (a copy of which is available upon request), nor does the Operator have any knowledge of any act on the part of the Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certification as to "(a)" and "(b)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made only with respect to the Operator itself, but also with respect to each parent, affiliate, director and officer of the Operator, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Operator with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certifications as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. In addition, the Operator is advised that knowingly providing a false certification 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.)

10. During the term of this Agreement, the Operator shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing 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 of such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, of duties on behalf of the Port Authority, whether or not such duties are related to this Agreement or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Agreement. As used herein "anything of value" shall include but not be limited to any gift, gratuity, money, goods, equipment, services, meals, entertainment, lodging, transportation, discounts not available to the general public, favors, loans or the cancellation thereof, preferential treatment or business opportunity. It shall also include an offer of employment or the use of confidential information described by the Code of Ethics revised April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority); such term shall not include compensation contemplated by this Agreement or any other Port Authority contract. The contractor shall include the provisions of this clause in each subcontract entered into under this Agreement.

11. (a) The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

(b) The Operator hereby further understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or remedies of the Port Authority under the Agreement or otherwise available to it under law to recover damages, direct or indirect, including without limitation, costs and attorney's fees, or to obtain other available relief, legal or equitable, including without limitation indemnification, contribution and restitution, related to, in connection with, resulting from or arising out of any act, omission, liability or responsibility of the Operator or others with respect to any prior, existing or future environmental condition, contamination, impairment, cleanup or remediation at the Airport or any part thereof, or areas adjacent thereto, or with respect to compliance with, or failure to comply with or violation of, applicable laws, ordinances, governmental rules, regulations, permits, licenses and orders . The Operator hereby agrees not to raise the execution of this Supplemental Agreement (or any prior supplemental agreement to the

Agreement) by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or remedies.

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

13. As hereby amended, all of the terms, covenants, provisions and conditions of the Agreement shall be and remain in full force and effect.

14. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents, as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

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

(Seal)

ATTEST:

Secretary

OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) Vice President

(Corporate Seal)

OGDEN CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated July 27, 1994, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement.

OGDEN CORPORATION

ATTEST:

Secretary

By:

(Title) Senior Vice President

(Corporate Seal)

APPROVED:

FORM	TERMS

OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.
NEWARK FUELING BUDGET
5/1/00-4/30/03

SALARIES & WAGES	5/00-4/01	5/01-4/02	5/02-04/03
Labor-Hourly	9,265,530	9,802,447	10,488,291
Labor-Management	2,579,680	2,717,868	2,911,291
Payroll Related	3,556,067	3,803,151	4,025,010
Sub-Total	$ 15,401,276	$ 16,323,466	$ 17,424,592
DIRECT EXPENSES			
Utilities	20,000	21,000	22,050
Telephone	63,300	66,465	69,788
Office & Computer Supplies	151,690	212,567	278,553
Product Filters	72,000	75,600	79,380
Uniforms & Employee Related	406,070	426,374	447,693
Auto Gas	323,650	339,833	356,824
Repair / Maintenance M&O	271,080	284,634	298,866
Repair / Maintenance I/P	1,582,265	1,661,378	1,744,447
Property Rental	142,273	149,386	156,856
Equipment Amorization / Depreciation	131,286	169,574	189,580
Pre-Approved Travel	24,840	26,082	27,386
Outside Services	201,630	211,712	222,297
Inspection Test & Fuel Analysis	115,200	120,960	127,008
Waste Removal	45,800	48,090	50,495
Tank Cleaning	-		-
Cathodic Protection	-	-	-
Sub-Total	$ 3,551,084	$ 3,813,658	4,071,222
INDIRECT EXPENSES			
Permits / Fees	-	-	-
Insurance			
Ground Liability	468,287	515,898	568,913
Petroleum Stock	10,230	11,279	12,362
Fire On System	82,845	86,987	91,337
Equipment Floater	133,626	183,890	181,263
Environmental Insurance	205,200	215,460	226,233
Other	-	-	-
ATA Audits	-	-	-
EPA Costs	12,000	12,600	13,230
Special Projects	-	-	-
Sub-Total	$ 912,188	$ 1,026,113	$ 1,093,337
DIRECT AND INDIRECT COST	$ 19,864,548	$ 21,163,234	$ 22,589,151
4% INTEREST ON GARAGE AMORT	$ 3,079	$ 91	$ -
MANAGEMENT FEE	$ 700,000	$ 720,000	$ 740,000
TOTAL COST	$ 20,567,627	$ 21,883,324	$ 23,329,151
GALLONS	823.0	864.2	907.4
COST PER GALLON	0.0250	0.0253	0.0257

Exhibit Z:00A (page 1) Initialled:

For the Port Authority

For the Operator

TOTAL MAINTENANCE & OPERATION COST - ALL COST CENTERS

2000-2001 Budget

	2000 MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2001 JAN	FEB	MAR	APR	TOTAL	Percent of Total
SALARIES & WAGES														
Labor-Hourly	618,426	848,042	702,071	648,942	823,460	691,974	668,220	1,313,301	759,871	689,316	808,901	692,597	9,265,530	46.64%
Labor-Management	178,296	236,991	192,417	178,296	236,991	192,417	178,296	309,807	266,538	192,417	231,783	185,428	2,579,680	12.99%
Payroll Related	255,348	308,586	271,309	261,383	301,269	267,709	262,544	397,211	327,067	293,848	323,133	286,858	3,556,067	17.90%
Sub-Total	1,052,070	1,393,619	1,165,797	1,088,621	1,361,720	1,152,101	1,109,060	2,020,520	1,353,477	1,175,582	1,363,826	1,164,883	15,401,276	77.53%
DIRECT EXPENSES														
Utilities	3,000	0	0	0	0	0	2,000	3,000	3,000	3,000	3,000	3,000	20,000	0.10%
Telephone	5,275	5,275	5,275	5,275	5,275	5,275	5,275	5,275	5,275	5,275	5,275	5,275	63,300	0.32%
Office & Computer Supplies	10,917	14,039	16,110	16,191	16,021	11,052	10,876	11,108	10,808	10,573	11,072	10,923	151,690	0.76%
Product Filters	0	18,000	0	0	18,000	0	0	18,000	0	0	18,000	0	72,000	0.36%
Uniforms & Employee Related	35,893	36,218	33,193	33,893	36,218	33,193	33,893	39,243	25,901	30,601	35,426	32,401	406,070	2.04%
Auto Gas	24,310	23,165	26,310	26,310	23,165	22,710	22,710	25,225	33,660	33,660	34,115	28,310	323,650	1.63%
Repair / Maintenance M&O	20,820	25,300	20,820	20,820	25,300	20,820	20,820	28,380	20,820	20,820	25,300	21,060	271,080	1.36%
Repair / Maintenance I/T	130,513	141,600	112,513	130,613	141,600	112,613	130,613	167,961	129,412	130,613	141,600	112,613	1,582,265	7.97%
Property Rental	13,017	13,017	13,017	13,017	12,184	11,800	11,800	11,800	10,655	10,655	10,655	10,655	142,273	0.72%
Equipment Amortization / Depreciation	10,505	10,505	10,505	12,778	11,210	10,826	10,826	10,826	10,826	10,826	10,826	10,826	131,286	0.66%
Pre-Approved Travel	2,070	2,070	2,070	2,070	2,070	2,070	2,070	2,070	2,070	2,070	2,070	2,070	24,840	0.13%
Outside Services	15,703	17,065	15,705	15,705	17,065	15,705	15,705	18,420	15,705	15,705	20,065	19,080	201,630	1.02%
Inspection Test & Fuel Analysis	9,600	9,600	9,600	9,600	9,600	9,600	9,600	9,600	9,600	9,600	9,600	9,600	115,200	0.58%
Waste Removal	2,150	4,650	4,650	4,650	4,650	2,150	2,150	4,650	4,650	2,150	4,650	4,650	45,800	0.23%
Tank Cleaning	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
Cathodic Protection	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
Sub-Total	283,774	322,583	269,767	290,922	322,358	257,814	278,338	355,558	282,383	285,549	331,654	270,464	3,551,084	17.88%
INDIRECT EXPENSES														
Permits / Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
Insurance														
Ground Liability	39,546	38,977	41,233	43,529	38,692	40,684	38,408	39,546	35,565	34,140	38,692	39,261	468,287	2.36%
Petroleum Stock	853	853	853	853	853	853	853	853	853	853	853	853	10,230	0.05%
Fire On System	6,904	6,904	6,904	6,904	6,904	6,904	6,904	6,904	6,904	6,904	6,904	6,904	82,845	0.42%
Equipment Fleet or	10,881	10,881	10,881	10,881	10,881	10,987	10,987	10,987	11,165	11,343	11,698	12,054	133,626	0.67%
Environmental Insurance	17,100	17,100	17,100	17,100	17,100	17,100	17,100	17,100	17,100	17,100	17,100	17,100	205,200	1.03%
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
ATA Audits	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
EPA Costs	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	0.06%
Special Projects	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
Sub-Total	76,283	75,714	77,999	80,266	75,629	77,527	75,251	76,389	72,584	71,339	76,247	77,171	912,188	4.59%
DIRECT AND INDIRECT COST	1,412,127	1,791,836	1,513,554	1,459,809	1,759,508	1,487,442	1,462,649	2,452,466	1,708,443	1,532,469	1,771,727	1,512,518	19,864,548	100.00%
4% INTEREST ON GARAGE AMORT	423	392	362	332	302	272	241	211	181	151	121	91	3,079	
MANAGEMENT FEE	58,333	58,333	58,333	58,333	58,333	58,333	58,333	58,333	58,333	58,333	58,333	58,337	700,000	3.52%
TOTAL COST	1,470,882	1,850,562	1,572,249	1,518,474	1,818,142	1,546,047	1,521,323	2,511,010	1,766,957	1,590,953	1,830,180	1,570,946	20,567,627	
GALLONS	69.5	68.5	72.5	76.5	68.0	71.5	67.5	69.5	61.5	60.0	68.0	69.0	823.0	
COST PER GALLON	0.0212	0.0270	0.0217	0.0199	0.0267	0.0216	0.0225	0.0361	0.0283	0.0265	0.0269	0.0228	0.0250	

Exhibit Z-06A (page 2) Initialled:

For the Port Authority

For the Operator

CSL-61273;- Ack. N.J.; Corp. & Corp.

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

On the 25th day of JUNE, 2000, before me, the subscriber, a notary public of New York, personally appeared FRANCIS A. DIROLA the ASSISTANT DIRECTOR of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Commissioners.

Peggy M. Spinelli
(notarial seal and stamp)

PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP6057870
Qualified in New York County
Commission Expires April 30, 2003

M SPINELLI
State of New York
SP6057870
ew York County
April 30, 2003

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

On the 2nd day of NOV, 2000, before me, the subscriber, a NOTARY PUBLIC OF NEW YORK, personally appeared DENNIS BLAIR the VICE President of OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC., who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Directors.

Stephen K. Werbel
(notarial seal and stamp)

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

STEPHEN K. WERBEL
Notary Public, State of New York
No. 02WE9615725
Qualified in Nassau County
Commission Expires Dec. 31, 2000

On the 2nd day of NOV, 2000, before me, the subscriber, a NOTARY PUBLIC OF NEW YORK, personally appeared DAVID L. HAHN the SENIOR VICE President of OGDEN CORPORATION, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and the within instrument is the voluntary act and deed of such corporation made by virtue of the authority of its Board of Directors.

Stephen K. Werbel
(notarial seal and stamp)

STEPHEN K. WERBEL
Notary Public, State of New York
No. 02WE9615725
Qualified in Nassau County
Commission Expires Dec. 31, 2000

652.19—

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

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark International Airport
Supplement No. 19

SUPPLEMENTAL AGREEMENT No. 19

THIS AGREEMENT, dated the 1st day of March, 2002 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as "the Port Authority") and OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC. (formerly named Ogden Allied Aviation Service Company of New Jersey, Inc. and formerly named Allied Aviation Service Company of New Jersey, Inc. and hereinafter referred to as "the Operator"), a corporation organized and existing under the laws of the State of New Jersey,

WITNESSETH, That:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973 the offer for which was submitted by the Operator under date of March 23, 1973, and accepted by the Port Authority under date of May 1, 1973, (all of the foregoing " the Original Agreement", the Original Agreement as heretofore supplemented and amended being hereinafter collectively called "the Agreement"), the Operator agreed among other things to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark International Airport (hereinafter called the "Airport"); and

WHEREAS, the Port Authority and the Operator desire to amend the Agreement in certain respects.

NOW, THEREFORE, the Port Authority and the Operator hereby agree, effective as of September 1, 2001 as follows:

1. There shall be added to the Agreement a new Article XXXVI reading as follows:

"Article XXXVI. Leak Detection Installation Work

(a) The term 'Leak Detection Installation Work' shall consist of all work necessary or appropriate for modifications to the aviation fuel System (as defined in the Agreement) at the Airport sufficient to allow for the implementation and use of the "Vista Technology Leak Detection Equipment", as hereinafter defined, in the leak-detection testing of the aviation fuel System and in the related performance of the operations of the Operator under this

Agreement. The Leak Detection Installation Work to be performed by the Operator hereunder shall include the following, subject to Port Authority approval under the Alteration Application(s) to be submitted by the Operator to the Port Authority for its approval as described in paragraph (c) (2) below:

(1) the installation of double block and bleed-type valves to enable tightness testing with the Vista Technology (as hereinafter defined) on the 17 fuel lines of the aviation fuel System between the fuel selection area and the airline passenger terminals at the Airport;

(2) the installation of 11 double block and bleed-type valves to enable Vista Technology tightness testing on the 11 fuel lines between the fuel selection area and the tank farm at the Airport;

(3) at the fuel manifold area at the tank farm at the Airport, the removal and replacement of the existing header and 11 valves with new 10-inch block and bleed-type valves to enable Vista Technology tightness testing;

(4) at the fuel transfer pad of the fuel System, removal of an 18-inch elbow; modification with new 150lb. flanges; installation of a new spool piece and 11 new 18-inch block and bleed valves; and

(5) such other related work for the fuel System in connection with all notices and amendments the DPCC (Discharge Prevention, Containment and Countermeasure) and DCR (Discharge Cleanup and Removal) Plans in accordance with the requirements of the State of New Jersey and filing with the NJDEP (New Jersey Department of Environmental Protection);

all of the foregoing is herein called the "Leak Detection Installation Work".

For purposes hereof the terms "Vista Technology" and "Vista Technology Leak Detection Equipment" shall mean the Vista HT-100 leak detection and location equipment manufactured by Vista Research, Inc. and made available to the Operator for purposes of the Operator's performance of the Leak Detection Installation Work and operations of the Operator under the Agreement. The Port Authority makes no representations or warranties with respect to the Vista Technology Leak Detection Equipment.

(b) The Operator shall perform the Leak Detection Installation Work at its sole cost and expense in accordance with the Alteration Application(s) as approved by the Port Authority.

(c) The Leak Detection Installation Work shall be done by the Operator strictly in accordance with the following further terms and conditions:

(1) The Operator hereby assumes, and shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees, against the following distinct and several risks, whether such risks arise from acts or omissions of

the Operator, of any contractors of the Operator, of the Port Authority, or of third persons, or from acts of God or of the public enemy, or otherwise:

(i) The risk of loss or damage to all such Leak Detection Installation Work prior to the completion thereof and the risk of loss or damage to the Fuel System and the risk of loss or damage of any property of the Port Authority or others arising out or in connection with the performance of the Leak Detection Installation Work. In the event of such loss or damage, the Operator shall forthwith repair, replace and make good the Leak Detection Installation Work, the aviation Fuel System and the property of the Port Authority or others without cost or expense to the Port Authority;

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the Leak Detection Installation Work. The Operator shall indemnify the Port Authority, its Commissioners, officers, agents and employees for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of all claims and demands, just or unjust, by third persons (including employees, officers and agents of the Port Authority) against the Port Authority, its Commissioners, officers, agents and employees arising or alleged to arise out of the performance of the Leak Detection Installation Work. The Operator shall indemnify the Port Authority, its Commissioners, officers, agents and employees against and from all such claims and demands, and for all loss and 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. If so directed, the Operator 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 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 provision of any statutes respecting suits against the Port Authority.

(2) The Operator shall submit to the Port Authority for its approval an Alteration Application or Applications, in the form supplied by the Port Authority and containing such terms and conditions as the Port Authority may include, setting forth in detail and by appropriate plans and specifications the Leak Detection Installation Work, and the manner of and time periods for performing the same. It is recognized that the Operator has prior to the execution of Supplemental Agreement No. 19 to the Agreement submitted to the Port Authority for Port Authority approval Alteration Application No. N-2907 with respect to the Leak Detection Installation Work. The Operator shall comply with all the terms and provisions of the approved Alteration Application(s). In the event of any inconsistency between the terms of any Alteration Application covering the Leak Detection Work (or portion thereof) and the terms of this Agreement, the terms of this Agreement shall prevail and control. The Operator shall also comply with all applicable governmental laws, ordinances, orders, enactments, resolutions, rules and directives. The data to be supplied by the Operator shall describe in detail the Leak Detection Installation Work. The Operator shall be responsible at its sole cost and expense for

retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the Leak Detection Installation Work. The plans and specifications to be submitted by the Operator to the Port Authority shall bear the seal of a qualified architect or professional engineer and shall be in sufficient detail for a contractor to perform the work. The Operator shall not engage any contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor has been approved by the Port Authority and the Operator upon request will furnish the Port Authority with a copy of each of its proposed contracts with its contractors. The Operator shall include in any such contract or subcontract such provisions as required by this Agreement and also such other provisions as the Port Authority may require. The Operator shall file with the Port Authority a copy of its contracts and subcontracts covering the Leak Detection Installation Work or any portion thereof. The Operator or its contractors and subcontractors shall obtain and maintain in force such insurance coverages and performance bonds in such amounts as the Port Authority may specify. All of the Leak Detection Installation Work hereunder shall be done in accordance with the said Alteration Application(s) and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the said work and after the completion thereof and the Operator shall redo or replace at its own expense any of said work not done in accordance therewith. Upon approval of such plans and specifications by the Port Authority, the Operator shall proceed diligently at is sole cost and expense to perform the Leak Detection Installation Work.

(3) All Leak Detection Installation Work, including workmanship and materials, shall be of first class quality. The Operator shall complete the Leak Detection Installation Work no later than April 30, 2002.

(4) Upon completion of the Leak Detection Installation Work the Operator shall supply the Port Authority with as-built plans and drawings in form and number requested by the Port Authority. Notwithstanding the submission by the Operator to the Port Authority of the contracts to be entered into by the Operator 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 the Operator or to any contractors engaged by the Operator or to others in connection with any proposed or actual contracts entered into by the Operator for the Leak Detection Installation Work or for any other matter in connection therewith and the Operator hereby releases and discharges the Port Authority, its Commissioners, officers, representatives and employees of and from any and all liability, claim 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 Leak Detection Installation Work by the Operator or pursuant to the contracts between the Operator and its contractors.

(5) The Operator shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the Leak Detection Installation Work; and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. The Operator shall indemnify the Port Authority against all claims, damages or losses that may arise or result therefrom, including interest thereon, and costs and expenses including attorneys' fees and penalties or fines. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the

fuel storage facilities, the System or the Airport, or any portion thereof nor to create any rights in said third persons against the Port Authority.

(6) In addition to and without limiting any of the other insurance required to be maintained by the Operator under the Agreement, the Operator in its own name as insured and including the Port Authority as an additional insured shall procure and maintain (i) Commercial General Liability insurance, including but not limited to premises operations, products-completed operations, explosion, collapse and underground property damages, personal injury and independent contractors, with a broad form of property damage endorsement, with a contractual liability endorsement covering the obligations assumed by the Operator pursuant to subparagraph (1) of this paragraph (c), (ii) Comprehensive Automobile Liability insurance covering owned, non-owned and hired vehicles, and (iii) Contractor's Pollution Liability insurance including, but not limited to, coverage for sudden, unintended, and unexpected seepage, pollution or contamination and providing for coverage in the minimum limits set forth below; and the said Contractor's Pollution Liability insurance must be procured on an occurrence basis, and must include on-site and off-site clean-up and be site specific. The said policies of insurance shall be in addition to all policies of insurance otherwise required by the Agreement or the Operator may provide such insurance by requiring each contractor engaged by it for the Leak Detection Installation Work to procure and maintain such insurance including such contractual liability endorsement, said insurance, whether procured by the Operator or by the 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 Operator or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. The said policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Operator thereunder with respect to any claims or actions against the Operator by a third person shall pertain and apply with like effect with respect to any claim or action against the Operator by the Port Authority, but such endorsement shall not limit, vary or affect the protections afforded the Port Authority thereunder as an additional assured. The said Commercial General Liability insurance policy shall have a limit of not less than $300,000,000 combined single limit per occurrence for bodily injury and property damage liability, and said Comprehensive Automobile Liability policy shall have a limit of not less than $25,000,000 combined single limit per accident for bodily injury and property damage liability. The said Contractor's Pollution Liability insurance policy shall have a limit of not less than $25,000,000 combined single limit per occurrence.

Without limiting the provisions hereof, in the event the Operator 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.

The Operator 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.

In addition to the foregoing, the Operator shall procure and maintain Builder's Risk (All Risk) Completed Value Insurance covering the Leak Detection Installation Work during the performance thereof including material delivered to the site but not attached to the realty. Such insurance shall name the Port Authority, the City of Newark, the Operator and its contractors and subcontractors as additional assureds and such policy shall provide that the loss shall be adjusted with and payable to the Operator. Such proceeds shall be used by the Operator for the repair, replacement or rebuilding of the Leak Detection Installation Work and any excess shall be paid over to the Port Authority.

(7) As to the insurance required herein, 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. 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, if required, shall be delivered to the Port Authority at least fifteen (15) days prior to the Completion Date as defined in subparagraph (10) below. 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 Operator 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 anytime so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

(8) The Operator shall be solely responsible for the plans and specifications used by it, and for the adequacy or sufficiency of such plans, specifications and all the improvements, alterations, installations and decorations depicted thereon or covered thereby, regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligations or liabilities in connection with the performance of the improvements, alterations, decorations and installations constituting the Leak Detection Installation Work, whether performed by the Operator or on its behalf, or the contracts for the performance thereof entered into by the Operator. Any warranties extended or available to the Operator in connection with the Leak Detection Installation Work shall be for the benefit of the Port Authority as well as the Operator.

(9) Title to the Leak Detection Installation Work shall pass to the Port Authority as the same or any part thereof is erected upon or affixed to fuel storage facilities, the System, the land or to any existing structures.

(10) When the Leak Detection Installation Work has been completed, the Operator shall deliver to the Port Authority a certificate to such effect signed by an authorized officer of the Operator and also signed by the Operator's licensed architect or engineer certifying that the Leak Detection Installation Work has been performed in accordance with the approved Alteration Application(s) and the approved plans and specifications, data and materials forming a part thereof and the provisions of this Agreement and in compliance with all applicable laws, ordinances and governmental rules, regulations, orders and directives. Thereafter the Leak Detection Installation Work will be inspected by the Port Authority and if the same has been completed as certified by the Operator and the Operator's licensed architect or engineer, as aforesaid, a certificate to such effect shall be delivered to the Operator by the Port Authority subject to the condition that all risks thereafter with respect to the Leak Detection Installation Work and any liability therefor for negligence or other reason shall be borne by the Operator. The date specified in such certificate or the date of delivery of such certificate to the Operator, whichever is later, shall constitute the 'Completion Date' for purposes of this Agreement.

(d) As used herein the term 'the Cost of the Leak Detection Installation Work' shall mean the sum of the following actually paid or incurred by the Operator to the extent that the inclusion of the same is permitted by generally accepted accounting principles consistently applied:

(i) the Operator's payments to independent contractors for work actually performed in connection with the Leak Detection Installation Work;

(ii) the Operator's payments to independent contractors for equipment, supplies and materials actually furnished in connection with the Leak Detection Installation Work (excluding the Vista Technology Equipment);

(iii) the Operator's payments for engineering services which for the purposes of this Agreement shall mean all amounts actually paid and costs incurred for engineering, architectural, professional and consulting services and supervision of construction for the Leak Detection Installation Work; provided, however, that payments under this item (iii) along with items (i), (ii) and (iv) hereof shall not exceed $880,000.00;

(iv) the Operator's payments of premiums for performance bonds and for liability insurance, in effect during the period of construction only;

(v) liquidated overhead in the amount of ten percent (10%) of the sum of the preceding items (i) through (iv) and (vi) in lieu of actual costs incurred by the Operator, but solely during the period

of construction, for its administration and overhead and fee in connection with the Leak Detection Installation Work; provided that said amount shall not exceed a maximum of $93,500; and

(vi) a maximum of $55,000 with respect to all actual payments made under the preceding items (i) through (v) arising as a result of change orders to the original contract(s) with the Operator's contractors authorized by the Port Authority.

The sum of the costs approved under items (v) and (vi) of this subparagraph shall not exceed 19% of the sum of the costs under items (i), (ii), (iii) and (iv); if in fact there is any such excess, such excess shall not be a part of the cost incurred by the Operator in the performance of the Leak Detection Installation Work for the purposes of this Article. No payment or payments on account of administrative or other overhead costs shall be included in the Cost of the Leak Detection Installation Work in excess of the amount set forth in item (v) above whether or not allocated to the Cost of the Leak Detection Installation Work by the Operator's own accounting practices.

(e) The Port Authority shall reimburse the Operator for the Cost of the Leak Detection Installation Work, as follows:

(1) (i) The Operator shall periodically during the performance of the Leak Detection Installation Work deliver to the Port Authority certificates (but not more frequently than one certificate per calendar month) which shall be signed by a responsible fiscal officer of the Operator, sworn to before a notary public and which shall set forth a representation by the Operator that it will apply the reimbursement payment only to the Cost of the Leak Detection Installation Work and for no other purpose whatsoever and shall contain and have attached thereto all of the certifications and other documentation and items required to be attached thereto as described in this Article ('Certificate'). Each such Certificate shall contain the Operator's certification as to each of the amounts, payments and expenses and costs contained therein and that the same constitute portions of the Cost of the Leak Detection Installation Work in accordance with and as described and defined in paragraph (d) above. Each such Certificate shall also have attached thereto reproduction copies or duplicate originals of the invoices of the independent contractors of the Operator and for such invoices an acknowledgment by the said independent contractors of the receipt by them of such amounts and payments; contain the Operator's certification that the work for which payment is requested has been accomplished and that the amounts requested have been paid; set forth the total cumulative payments made by the Operator as aforesaid from the commencement of the Leak Detection Installation Work to the date of the Certificate; contain a certification by the Operator that each portion of the Leak Detection Installation Work covered by said Certificate has been performed strictly in accordance with the terms of this Agreement and the Alteration Application(s); have attached thereto accurate, readable and complete copies of all change estimates, change orders, extra work authorizations, design change authorizations, purchase orders in connection with the Leak Detection Installation Work; have attached thereto true copies of any and all reports and schedules of any type submitted or kept, or required to be submitted or kept, by the Operator or any contractor, architect, engineer or other consultant of the Operator; and have attached thereto true copies of the items described in and required under paragraph (ii) and (iii) below.

(ii) In addition to and without limiting any term or provision of this Agreement, it is hereby expressly agreed that the Port Authority shall have, and the Operator shall convey or cause to be conveyed to the Port Authority, full and unrestricted ownership (and free and clear of any and all security interests, liens, or other encumbrances) and all proprietary rights and interests in and to all documents produced for the design and construction of the Leak Detection Installation Work and each and every portion thereof, including without limitation drawings and specifications, work product, and the like, (including such which are or are to become the property of any 'Owner' named as such in such a contract or other agreements,)upon any payment made hereunder or otherwise therefore, or upon such earlier time or times as may be provided under the applicable contract(s)or other agreement(s), by the Port Authority for any item of the Leak Detection Installation Work, or applicable portion thereof, and each contract, purchase order, consultant agreement, architectural agreement, or any other type of agreement entered into by or on behalf of the Operator for the Leak Detection Installation Work or of any portion thereof shall reflect and or provide for the foregoing. It is further hereby expressly agreed that if the applicable contract or other agreement gives to the Operator any such rights of ownership that the same shall be deemed given to the Port Authority automatically without the requirement for any execution of any further documentation. The Operator shall and hereby agrees, without limiting the foregoing, to execute and all documents which may be required by the Port Authority to transfer or evidence such ownership and proprietary rights of the Port Authority.

(iii) Without limiting any of the foregoing provisions, the Operator hereby expressly represents and warrants to the Port Authority, and the Operator shall require that the Operator's contractors also represent and warrant to the Port Authority, that title to the Leak Detection Installation Work shall vest in the Port Authority as the same (or any component thereof, as to such component) is erected, constructed or installed at the fuel storage facilities or the System; or upon payment by the Port Authority to the Operator of a reimbursement payment under this Article covering the same. The Operator further represents and warrants to the Port Authority and the Operator shall require the Operator's contractors to also represent and warrant to the Port Authority that title to the Leak Detection Installation Work and each part and component thereof shall vest in the Port Authority as aforesaid free and clear of any lien, security interest or other encumbrance. Upon request of the Port Authority the Operator will execute a bill of sale or such other document of conveyance as the Port Authority may request to evidence title to the aforesaid items in the Port Authority (including a warranty of title to the Port Authority). Further, the Operator shall from time to time execute such other documentation as the Port Authority may require and prepare evidencing such title of the Port Authority, as herein provided.

(iv) The Certificate shall also contain such further information and documentation with respect to the Cost of the Leak Detection Installation Work as the Port Authority from time to time may require.

(2) Within thirty (30) days after the full execution of Supplemental Agreement No. 19 to this Agreement by the parties hereto with respect to all such Certificates, if any, previously submitted by the Operator, and thereafter within thirty (30) days after the delivery of a duly submitted Certificate by the Operator, the Port Authority shall pay to the Operator the amounts paid by the Operator for the Cost of the Leak Detection Installation Work during the period covered by such Certificate, as certified in such Certificate (but only to the extent that such

amounts or any portion thereof have not theretofore been included in a prior Certificate) subject to the limitations stated herein and in paragraph (f) below; provided, further, however, that the Port Authority shall retain from each such payment the amount of ten percent (10%) of such payment (the 'retainage'), with the release of such retainage to the Operator to be subject to subparagraph (4) below.

It is understood that at the election of the Port Authority no payment will be made if the Port Authority's inspection or audit does not substantiate the contents of any of said Certificates and until such matters have been resolved to the satisfaction of the Port Authority, but the Port Authority shall have no obligation to conduct any such inspection or audit at such time.

(3) The Operator shall set forth in its final Certificate its final statement of the Cost of the Leak Detection Installation Work and shall mark such final certificate as 'Final'. After submitting said final Certificate, the Operator shall submit no further Certificate hereunder with respect to the Cost of the Leak Detection Installation Work. All Certificates shall be submitted by the Operator to the Port Authority prior to August 31, 2002 ("Final Date").

(4) Notwithstanding anything to the contrary above, neither the final reimbursement by the Port Authority to the Operator based on the Operator's Final Certificate nor the retainage shall become due to the Operator unless and until the Operator has, to the satisfaction of the Port Authority, fully complied with all of the terms of this Article and all other applicable terms of this Agreement; submitted to the Port Authority all certifications, documentation and the like required under this Article; submitted such evidence of title to the Leak Detection Installation Work to the Port Authority in accordance with the provisions of this Article, including without limitation any certifications, warranties, documentation, releases or waivers the Port Authority may require in connection therewith; and obtained the acceptance of the Port Authority of the Operator's completion of the Leak Detection Installation Work. No such final payment or release of the retainage by the Port Authority shall constitute any waiver of claims or release by the Port Authority against the Operator or any of its contractors, subcontractors, architects or others, nor any waiver of the Port Authority's rights of audit and inspection, nor any waiver of any other rights or remedies, legal or equitable, of the Port Authority.

(f) The entire obligation of the Port Authority under this Agreement to reimburse the Operator for the Cost of the Leak Detection Installation Work shall be limited in amount to a total sum of One Million One Hundred Thousand Dollars and No Cents ($1,100,000.00), provided, however, that such obligation shall be further limited in time to Leak Detection Installation Work covered by Certificates of the Operator in accordance with paragraph (e) above properly submitted by the Operator in accordance with and under said paragraph (e) above on or prior to the Final Date as defined in paragraph (e) (3) above.

(g) The Port Authority shall have the right by its agents, employees and representatives to audit and inspect during regular business hours prior to and after the submission of the Final Certificate called for in paragraph (e) hereof, the books and records and other data of the Operator relating to the Cost of the Leak Detection Installation Work, as aforesaid; it being specifically understood that the Port Authority shall not be bound by any prior audit or inspection conducted by it. The Operator agrees to keep such books, records and other data within the Port of New York District, but the Operator shall not be required to maintain any

such books, records and other data for more than five (5) years after it has delivered the Final Certificate called for under paragraph (e) above."

2. It is specifically understood and agreed that neither this Supplement nor anything contained herein shall or shall be deemed to limit, modify or affect in any way the rights of the Port Authority to require the Operator to increase its employee complement of qualified employees in accordance with and pursuant to Articles V and XX of the Agreement.

3. By executing this Supplemental Agreement, the Operator and each such person signing on behalf of the Operator certifies that the Operator and each parent and/or affiliate of the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred, or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b), and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification different from those set forth in the Agreement or this Supplemental Agreement; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government;(i) 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 investigate agency; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff, or equipment with any business entity.

The foregoing certifications as to (a) through (k) shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certifications shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.)

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

Affiliate - An entity in which the parent of the Operator owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the Operator also owns more than fifty percent of the voting stock.

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

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil antitrust investigations, the term does not include inquiries made by any civil government agency concerning the 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, or local inquiries into tax returns.

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

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

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the Operator and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individuals providing services to the Operator or if such services are provided on an alternating or interchangeable basis between the Operator and the other business(es) or not-for-profit organizations(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

652.19---

Equipment Sharing - Equipment should be considered to be shared whenever the Operator shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not for-profit organization, the Operator has entered into a formal lease for use of the equipment and exercises exclusive use of the equipment; or when the Operator owns equipment that it has formally leased to another business or not-for-profit organization, and for the duration of such lease the Operator has relinquished all right to the use of such leased equipment.

4. By executing this Supplemental Agreement, the Operator and each person signing on behalf of the Operator certifies that: (a) the Operator has not made any offers or agreements or given or agreed to give anything of value (see definition of 'anything of value' appearing in the Paragraph 5 below) or taken any other action with respect to any 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 effective April 11, 1996 (a copy of which is available upon request), nor does the Operator have any knowledge of any act on the part of the Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said Code; and (b) no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certifications as to "(a) and "(b)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made only with respect to the Operator itself, but also with respect to each parent, affiliate, director and officer of the Operator, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Operator with an ownership interest in excess of 10%. Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certifications as the act and deed of the corporation.

The foregoing certifications shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will reply on its truth and accuracy in entering into this Supplemental Agreement. In addition, the Operator is advised that knowingly providing a false certification 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.)

5. During the term of the Agreement, the Operator shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing 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 of such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, of duties on behalf of the Port Authority, whether or not such duties are related to this Agreement or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Agreement.

As used herein "anything of value" shall include but not be limited to any gift, gratuity, money, goods, equipment, services, meals, entertainment, lodging, transportation, discounts not available to the general public, favors, loans or the cancellation thereof, preferential treatment or business opportunity. It shall also include an offer of employment or the use of confidential information described by the Code of Ethics dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority); such term shall not include compensation contemplated by this Agreement or any other Port Authority contract. The contractor shall include the provisions of this clause in each subcontract entered into under this Agreement.

6. The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorneys fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws of the United States or the States of New York or New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

7. As hereby amended, all the terms, provisions, covenants and conditions of the Agreement shall be and continue in full force and effect.

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

9. This Supplemental Agreement together with the Agreement to which it is supplementary constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by an instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents as of the date first above written

ATTEST

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) David Kagan
Assistant Director
Business, Property & Airport Development

ATTEST.

Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC., formerly known as OGDEN AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By

(Title) President

(Corporate Seal)

Allied Aviation Service Company of New Jersey, Inc. 1/22/49

TAMPA PIPELINE CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated 22nd December, 2006, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement.

ATTEST

Secretary

TAMPA PIPELINE CORPORATION

By

(Title) President

(Corporate Seal)

Tampa Pipeline Corporation 10/8/67

ALLIED AVIATION HOLDINGS CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated 22nd December, 2006, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement

ATTEST

Secretary

ALLIED AVIATION HOLDINGS CORPORATION

By

(Title) President

Allied Aviation Holdings Corporation 7/9/01 Florida

(Port Authority Acknowledgment)

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

On this 9 day of MAY, 2007, before me, the subscriber, a notary public of New York, personally appeared David KAGAN, the Asst. D. Gen'l Mgr. Dept of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, who I am satisfied is the person who has signed the within instrument, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners

Peggy M. Spinelli
(notarial seal and stamp)

PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP4857870
Qualified in New York County
Commission Expires April 30, 2008

(Corporate Acknowledgment)

STATE OF Florida)
)ss
COUNTY OF Sarasota)

On this 22 day of Dec, 2006 before me, the subscriber, a notary public of New York, personally appeared Robert L. Rose, the President of ALLIED AVIATION SERVICES COMPANY OF NEW JERSEY, INC., who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors

MARTICA C. HERNANDEZ
Notary Public - State of Florida
My Commission Expires Aug 29, 2010
Commission # DD 589994
Bonded By National Notary Assn.

(notarial seal and stamp)

(Corporate Acknowledgment)

STATE OF Florida)
) ss.
COUNTY OF Sarasota)

On this 22 day of Dec, 2006, before me, the subscriber, a notary public of ~~New York~~ FL, personally appeared Robert L Rose, the President of **TAMPA PIPELINE CORPORATION**, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

MARTICA C. HERNANDEZ
Notary Public - State of Florida
My Commission Expires Aug 29, 2010
Commission # DD 589994
Bonded By National Notary Assn.

(notarial seal and stamp)

(Corporate Acknowledgment)

STATE OF Florida)
) ss
COUNTY OF Sarasota)

On this 22 day of Dec, 2006, before me, the subscriber, a notary public of New York, personally appeared Robert L Rose, the of **ALLIED AVIATION HOLDINGS CORPORATION**, who I am satisfied is the person who has signed the within instrument, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors

MARTICA C. HERNANDEZ
Notary Public - State of Florida
My Commission Expires Aug 29, 2010
Commission # DD 589994
Bonded By National Notary Assn.

(notarial seal and stamp)

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

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark Liberty International Airport
Supplement No. 20

SUPPLEMENTAL AGREEMENT NO. 20

THIS AGREEMENT, made as of the 30th day of April, 2003 (hereinafter referred to as "Supplemental Agreement" or as "Supplement No. 20") by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as the "Port Authority") and **ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.** (formerly named Ogden Aviation Service Company of New Jersey, Inc., formerly and previously named Allied Aviation Service Company of New Jersey, Inc. and hereinafter referred to as the "Operator") a corporation organized and existing under the laws of the State of New Jersey,

WITNESSETH, that:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973, the offer for which was submitted by the Operator under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973 (all of the foregoing, together with the supplemental agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985, May 1, 1988, October 31, 1988, May 1, 1991, October 31, 1991, April 30, 1994, July 1, 1996, May 1, 1997, November 1, 1999 and March 1, 2002 being hereinafter collectively called the "Agreement"), the Operator agreed, among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark Liberty International Airport (hereinafter called the "Airport"); and

WHEREAS, the Port Authority and the Operator desire to extend the effective period of the Agreement and to amend the Agreement in certain respects, as hereinafter provided:

NOW, THEREFORE, the Port Authority and the Operator hereby agree, effective as of May 1, 2003, as follows:

1. The effective period of the Agreement is hereby extended to and including April 30, 2006, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement, as heretofore amended, is hereby further amended to read as follows:

> "(3) Four percent (4%) of the sum of items (1) and (2) above, up to a total of $150,000 for the period from May 1, 2003 through April 30, 2006, but in no event to exceed a total of $70,000 in any fiscal contract year during said period; and"

3. Article XII of the Agreement, as previously amended, is hereby further amended to read as follows:

"Article XII. Method of Payments to the Operator

"(A) Projected Costs: For purposes of this Agreement, the Operator has submitted to the Port Authority projections of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder; such projections for each fiscal contract year during the period May 1, 2003 through April 30, 2006 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit Z:03A' and are hereinafter called the 'Projected Costs'; provided, however, that payments of Projected Costs and monthly Projected Costs under Paragraph (C) hereof shall not include the amount, if any, set forth in Exhibit Z:03A (or any other amount for 'Labor Contingency'. Such projections for each month of the fiscal contract year commencing May 1, 2003 and ending April 30, 2004 are also shown on Exhibit Z:03A (page 2) and said monthly breakdown of the Projected Costs are herein called the 'monthly Projected Costs'). It is expressly understood and agreed that the Projected Costs set forth in said Exhibit Z:03A for the fiscal contract year commencing May 1, 2004 and ending April 30, 2005 (herein referred to as the '2004-05 contract year') and for the fiscal contract year commencing May 1, 2005 and ending April 30, 2006 (herein referred to as the '2005-06 contract year') shall be subject to further review and adjustment by the Port Authority as follows:

"(1) Annual Review and Adjustment: With respect to the 2004-05 contract year, the Operator, on or before February 28, 2004 shall advise the Port Authority by written notice signed by the President of a Vice President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:03A for the 2004-05 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of the specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year, its being understood that there shall be no increase in the Operator's fixed annual management fee, denominated as 'Management Fee' as set forth on Exhibit Z:03A for said 2004-05 contract year. With respect to the 2005-06 contract year, the Operator, on or before January 31, 2005, shall advise the Port Authority by written notice signed by the President or a Vice President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:03A for the 2005-06 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year, it being understood that there shall be no increase in the Operator's fixed management fee, denominated as 'Management Fee' as set forth in Exhibit Z:03A for said 2005-06 contract year. In the event the Operator desires to revise the Projected Costs for the 2004-05 contract year or the 2005-06 contract year, as the case may be, it shall submit with the said notice its proposed projections of costs for the 2004-05 contract year or the 2005-06 contract year, as the case may be, in the same form as Exhibit Z:03A and with the exact same types of specified costs but with the desired revised amounts. The Operator shall also include with each of the aforesaid notices a monthly breakdown of the Projected Costs for the respective fiscal contract year

in the same form as Exhibit Z:03A (page 2) showing both the breakdown of said Projected Costs as the same are set forth in Exhibit Z:03A (page 1) and also based on the proposed revisions (revised amounts only) thereto.

"After its receipt of the Operator's notice, the Port Authority shall review the proposed costs for the 2004-05 contract year or the 2005-06 contract year, as the case may be, whether based on those set forth in Exhibit Z:03A or on proposed revisions submitted with the Operator's notice. In the said review of said projected costs, the Port Authority and the Operator agree to consult with each other in good faith, and, if appropriate, to meet to discuss possible adjustments to said proposed projected costs. The Operator shall have the right to present to the Port Authority all appropriate materials in support of the Operator's proposed revisions, the Port Authority agreeing to give a full and fair review to all such revisions and supporting materials provided the same are timely submitted during the period for Port Authority review as described herein.

"No later than sixty (60) days after its receipt from the Operator of the aforesaid notice and after the Port Authority's aforesaid review has been completed, the Port Authority shall advise the Operator of the Port Authority's election:

"(i) To continue with the Projected Costs for the 2004-05 contract year, or the 2005-06 contract year, as the case may be, as the same are set forth in Exhibit Z:03A; or

"(ii) To accept the proposed revisions as submitted by the Operator with its aforesaid notice; or

"(iii) To adjust the proposed revisions as submitted by the Operator with its aforesaid Notice; or

"(iv) To adjust the Projected Costs as the same are set forth in Exhibit Z:03A for the said contract year (whether or not the Operator has submitted proposed revisions to said Projected Costs with its aforesaid notice).

"In the event the Port Authority elects to continue with the Projected Costs for the 2004-05 contract year as the same are set forth in Exhibit Z:03A, Exhibit Z:03A shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:03A (page 3), and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2004-05 contract year. In the event the Port Authority elects to continue with the Projected Costs for the 2005-06 contract year as the same are set forth in Exhibit Z:03A, Exhibit Z:03A shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:03A (page 4), and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2005-06 contract year.

"With respect to the 2004-05 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:04A containing the new amounts for the 2004-05 contract year and which from and after May 1, 2004 shall be deemed to be substituted in lieu of Exhibit Z:03A attached hereto, but solely with respect to said contract year. With respect to the 2005-06 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:05A containing the new amounts for the 2005-06 contract year and which from and after May 1, 2005 shall be deemed to be substituted in lieu of Exhibit Z:03A attached hereto, but solely with respect to said contract year.

"It is understood and agreed that any revision to the Projected Costs as above provided shall not increase the amount of the Operator's annual fixed fee (as defined in Paragraph (E) below).

"(2) It is understood and agreed that the Port Authority and the Operator in the above-provided review and adjustment procedure for determining the Projected Costs for the 2004-05 and 2005-06 contract years shall consider the forecasts of estimated activities of the users of the system for each of the aforesaid contract years.

"(3) The term 'Projected Costs' as used in this Agreement shall be deemed to include the monthly Projected Costs with respect to the applicable fiscal contract year. With respect to the 2004-05 contract year and the 2005-06 contract year, in the event the Port Authority elects items (ii), (iii) or (iv) of subparagraph (1) above, the terms 'Projected Costs' and 'monthly Projected Costs' as used in this Agreement shall mean the projection of specified costs as shall be set forth in the revised and relabeled Exhibit Z:03A attached to the Port Authority's notice for the respective contract year as described above.

"(4) Copies of the notices described in subparagraph (1) above may also be sent by the Port Authority to each of the Airline Lessees (as such term is defined in Article XXI hereof).

"(B) (1) It is understood and agreed that there shall be deemed included in the Projected Costs and in the Actual Costs, as hereinafter defined, and in the payments to the Operator under Paragraph (C) (3) of this Article XII the following:

"(i) The Operator's costs with respect to the fuel expenses mentioned in paragraph (f) of Article III;

"(ii) The Operator's costs with respect to the other equipment mentioned in paragraph (1) of Article IX amortized over an appropriate period;

"(iii) The Operator's costs with respect to repair and maintenance of the Building as described in paragraph (e) of Article VIII;

"(iv) Interest at the rate of four percent (4%) per annum with respect to the interim monthly amortization amount as set forth in Article VIII, it being recognized that said four percent (4%) interest is in excess of the six percent (6%) rate specified in Article VIII;

"(v) The Operator's costs of insurance with respect to the insurance requirements described in paragraph (g) of Article VIII, in paragraph (h) or Article IX, in paragraphs (b), (c) and (d) of Article XIII and in paragraph (g) of Article IX-A;

"(vi) The Operator's costs with respect to its obligations and services pursuant to Article XV;

"(vii) The Operator's costs with respect to all parts, equipment, materials, tools and supplies for the hydrant carts and the Operator's costs with respect to the fuel expenses for said hydrant carts, as mentioned in paragraph (a) of Article III of the Agreement, as amended, it being understood, however, that the inclusion of the said Operator's costs in the Projected Costs and in the Actual Costs and in the payments to the Operator based on the same shall have effect from May 1, 2003 and shall be of prospective effect solely, and, further, that neither the said inclusion, not anything contained in the Agreement, as amended, shall or shall be deemed to alter, modify, change, waive or prejudice in any way the rights of the Port Authority under the Agreement to disallow the inclusion of any of the said Operator's costs in the Projected Costs or the Actual Costs for any period prior to May 1, 2003; and

"(viii) The Operator's costs with respect to the operation, maintenance and repair of the Supplemental Service Fleet or any fueling truck forming a part thereof, of any nature whatsoever, including insurance, pursuant to Article IX-A hereof.

"(2) It is specifically understood and agreed that the Projected Costs and the Actual Costs, as hereinafter defined, do not clued and shall not be deemed to include any costs with respect to any of the following:

"(i) The reimbursable items as defined in paragraph (a) of Article III;

"(ii) The reimbursable utilities as defined in paragraph (a) of Article III;

"(iii) The reimbursable services as defined in paragraph (c) of Article III;

"(iv) The reimbursable maintenance cost as defined in paragraph (d) of Article III;

"(v) The interim monthly amortization amounts as defined in paragraph (f) of Article VIII;

"(vi) The specialized equipment as defined in paragraph (k) of Article IX;

"(vii) Any of the obligations imposed on the Operator pursuant to paragraph (h) of Article III, Article VII, paragraphs (c), (h) and (k) of Article VIII and Article XXI;

"(viii) The obligations of the Operator under Article XXXIII of this Agreement.

"The monthly payments of Projected Costs and Actual Costs, as hereinafter defined, to be made by the Port Authority under Paragraph (C) (3) of this Article XII shall not include any of the foregoing items. Projected Costs and Actual Costs, as hereinafter defined, shall not include and shall not be deemed to include any other obligations of the Operator which are to be solely and fully borne by the Operator, including without limitation the obligations of the Operator under paragraph (a) of Article XIII hereof. The foregoing shall not be construed to limit, impair or preclude any right or remedy of the Port Authority hereunder or otherwise.

"(3) It is expressly understood and agreed that the Projected Costs and Actual Costs, as hereinafter defined, upon which the Port Authority's payments under this Paragraph (C) hereof are based, are and shall be limited to those types of specified costs set forth in Exhibit Z:03A attached hereto and that no payments of Projected Costs and Actual Costs shall be made to the Operator by the Port Authority for any type or types of costs other than those set forth in Exhibit Z:03A as herein provided.

"(C) (1) Monthly statements: Not later than the fifteenth (15th) day of May, 2003 and not later than the fifteenth (15th) day of each and every month thereafter during the effective period of this Agreement, including the month following the expiration or earlier termination thereof; the Operator shall certify to the Port Authority by means of a sworn statement of a responsible fiscal officer of the Operator the following (in each case with all sufficient details, itemization, identification of the users of the system and corresponding gallonage):

"(a) The number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users other than Fixed Based Operator(s) during the preceding calendar month;

"(b) The number of gallons of aviation fuel delivered by the Operator into the fuel trucks of each Fixed Base Operator during the preceding calendar month;

"(c) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each Fuel Storage Permittee during the preceding calendar month;

"(d) The number of gallons of aviation fuel received from each Fuel Storage Permittee which is not an Aviation Fuel Supplier during the preceding calendar month;

"(e) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Airline Customer of each Aviation Fuel Supplier during the preceding calendar month;

"(f) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Fuel Storage Permittee during the preceding calendar month;

"(g) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each of its customers who are general aviation aircraft operators during the preceding calendar month;

"(h) The total number of gallons of aviation fuel received by the Operator into the fuel storage facilities of the System during the preceding calendar month.

"The statement covering item (b) shall also be delivered to the Fixed Base Operator; the statements covering items (c) and (d) shall also be delivered to each Fuel Storage Permittee, and when such Permittee is a Supplier, the statement shall individually list each Fuel Storage Permittee and each Airline Customer for which the receipt and/or delivery of the aviation fuel has been made; the statement covering item (e) shall also be supplied to each Airline Customer as to deliveries to its aircraft; the statements covering item (f) shall also be delivered to each Fuel Storage Permittee.

"Each of the monthly statements of the Operator to be submitted to the Port Authority as described in this Paragraph (C) are herein sometimes referred to as the 'Operator's monthly statement.'

"(2) Monthly statements: Actual Costs/Monthly Comparison to Projected Costs: The Operator's monthly statements to be submitted by the Operator to the Port Authority hereunder shall also include a statement certified and sworn to by a responsible fiscal officer of the Operator setting forth the amounts of all of the actual costs of the types specified in the Operator's Projected Costs as shown in Exhibit Z:03A actually incurred by the Operator during the immediately preceding calendar month in the performance of the operations and services to be performed by the Operator hereunder (the 'Actual Costs').

"Each of the said Operator's monthly statements shall also list individually the Actual Costs with respect to the items named in Exhibit Z:03A and shall indicate any variance between the Actual Costs and the Projected Costs for the said immediately preceding calendar month.

"Each of the said Operator's monthly statements shall also set forth the monthly Projected Costs for the month in which the statement is submitted (hereinafter referred to as the 'monthly Projected Costs for the current month') based on the said Exhibit Z:03A and, in the event said Exhibit is revised

for the 2004-05 or 2005-06 contract years in accordance with the provisions of Paragraph (A) above, based on the revised version or versions of the Exhibit Z:03A.

"The portion of each of the Operator's monthly statement which sets forth the variance between individual Actual Costs and individual Projected Costs, as described, shall also be sent by the Operator to each of the Airline Lessees.

"(3) Monthly payments: The Port Authority, no later than ten (10) days immediately following its receipt of the Operator's monthly statement for the immediately preceding calendar month, shall pay to the Operator:

"(i) The monthly Projected Costs for the current month;

"(ii) The current month's installment of the Operator's annual fixed fee, as hereinafter defined in Paragraph (E) below;

"(iii) Subject to and without limiting the provisions of paragraph (G) of this Article XII and the provisions of Article XXVIII hereof, it is understood and agreed that in the event the Operator's Actual Costs for the calendar month immediately preceding the current month exceed the monthly Projected Costs for the said immediately preceding calendar month, as certified in the Operator's monthly statement for the current month, the Port Authority's payment hereunder shall include an additional adjustment amount equal to the amount constituting the difference between said Actual Costs for the said month and said monthly Projected Costs; and that in the event the Actual Costs for the calendar month immediately preceding the current month were less than the monthly Projected Costs for said immediately preceding month, the Port Authority shall credit against its payment obligations hereunder the full amount of said difference, with the said credit or credits for each such month to continue until the same are exhausted.

"It is specifically understood and agreed that the amount, if any, set forth in Exhibit Z:03A (or any other amount) for 'Labor Contingency' shall not be included in Port Authority payments of Projected Costs and such amount is to be payable by the Port Authority only if and to the extent actually expended by the Operator and includible in Actual Costs hereunder.

"(D) The Operator agrees:

"(1) To maintain, in accordance with accounting practices acceptable to the Port Authority, records and books of account recording all of its transactions hereunder, which records and books of account shall be kept at all times within the Port of New York District during the effective period of this Agreement and for seven (7) years after the expiration or earlier revocation or termination thereof (and if material to litigation initiated within that time said records and books of account shall be preserved until the final determination of the controversy), and which records and books of account shall show (i) the basis and all supporting documents for each and every statement required to be

furnished hereunder by the Operator; (ii) the costs of the Operator of conducting all of its operations hereunder, the revenues of whatever kind or nature from such operations, the method of amortizing and depreciating costs of whatever kind or nature and the resulting profit (or loss) to the Operator from the operations hereunder; (iii) all of the actual costs; (iv) the basis and all supporting documents for each and every statement and certification submitted by the Operator under the Costs Savings Incentive Program as described in Paragraph (F) below; (v) such other information as the Port Authority may from time to time request; and (vi) date and nature of each item of service, repair and maintenance provided by the Operator with respect to the System, including without limitation the hydrant carts, and the fuel trucks comprising the Service Fleet pursuant to Article IX of this Agreement, and the fueling trucks supplied by the Port Authority pursuant to Article IX-A of this Agreement, and the Building pursuant to Article VIII hereof;

"(2) To permit during ordinary business hours the examination and audit by the officers, employees and representatives of the Port Authority of the aforesaid records and books of account required to be maintained by the Operator;

"(3) To permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Operator, including without limitation thereto any metering or measuring devices;

"(4) To install and use such measuring and metering devices, invoicing machines and other equipment or devices for recording quantities received and quantities delivered as may be appropriate to the business of the Operator and necessary or desirable to keep accurate records;

"(5) To furnish to the Port Authority at such time as the Port Authority may from time to time and at any time request a sworn statement of a responsible fiscal officer of the Operator setting forth in such detail as requested by the Port Authority and covering the twelve (12) month period immediately preceding the date of the request the information required to be shown under subparagraph (1) of this Paragraph (D) of this Article XII; and

"(6) To permit a semi-annual review by the Port Authority and representatives of the Airline Fuel Committee (as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof) of the Operator's Projected Costs and Actual Costs (without limiting any other term or provision of this Agreement).

"(E) The Operator's annual fixed fee: for each of the three fiscal contract years during the period commencing May 1, 2003 and expiring April 30, 2006, the Operator's annual management fee (the 'Operator's annual fixed fee') shall be in the following amounts:

"(1) For the 2003-04 contract year, the Operator's annual fixed fee shall be in the amount of Seven Hundred Sixty Thousand Dollars and No Cents ($760,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:03A attached hereto.)

"(2) For the 2004-05 contract year, the Operator's annual fixed fee shall be in the amount of Seven Hundred Eighty Thousand Dollars and No Cents ($780,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:03A attached hereto.)

"(3) For the 2005-06 contract year, the Operator's annual fixed fee shall be in the amount of Eight Hundred Thousand Dollars and No Cents ($800,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:03A attached hereto.)

"(F) 'Costs Savings Incentive Program':

"(1) (a) It is intended that the Operator will, during the period May 1, 2003 through April 30, 2006 of the term of this Agreement, use its best efforts to develop costs savings ideas for the achievement of the reduction in Actual Costs (as defined in Paragraph (C) (2) above) of items of costs set forth in Exhibit Z:03A and that the Operator shall do so without limiting, diminishing, compromising or impairing its operations, services, standards and duties, responsibilities and obligations under this Agreement or the integrity, reliability or safety of the System ('Costs Savings Idea'). Within sixty (60) days after the end of the 2003-04 contract year and within sixty (60) days after the end of the 2004-05 contract year and at the same time that the Operator submits the statement required under Paragraph (H) hereof, the Operator shall submit to the Port Authority the Operator's written proposal for the adoption of the Operator's Costs Savings Idea, which writing shall be signed by a responsible fiscal officer of the Operator, and is herein referred to as the 'Operator's Costs Savings Certification'. The Operator shall set forth in the Operator's Costs Savings Certification the full description of each such Costs Savings Idea and the Operator's certification and request to the Port Authority for its consideration as to the eligibility of such Costs Savings Idea for a Costs Savings Incentive Payment. Port Authority consideration of each such Costs Savings Idea will be made, in consultation with the Airline Fuel Committee (as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof). The Operator's Costs Savings Certification shall include and be accompanied by such documentation as is necessary to demonstrate to the satisfaction of the Port Authority, in consultation with said Airline Fuel Committee, that such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator; that said such Costs Savings Idea was directly and solely the cause of a reduction in an item or items of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year. The Operator's Costs Savings Certification shall clearly set forth the amount and calculation of said costs savings reduction. Further, the Operator's Costs Savings Certification shall also include the Operator's certification that each such Costs Savings Idea is and shall be in compliance with the terms and provisions of this Agreement and in compliance with all applicable laws, ordinances, governmental rules, regulations, permits, licenses and orders; and that each such Costs Savings Idea will be incorporated into and reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year.

Further, the Operator's Costs Savings Certification shall also include the Operator's certification that all of the criteria set forth in subparagraph (b) below have been satisfied.

"(b) After its receipt of the Operator's Costs Savings Certification, the Port Authority, in consultation with the Airline Fuel Committee, will determine the eligibility of the same for Costs Savings Incentive Payment and the amount thereof, it being understood and agreed that said determination of the Port Authority shall be controlling and final. Eligibility of a Costs Savings Idea included in the Operator's Costs Savings Certification for Costs Savings Incentive Payment and the amount thereof will be determined using the following general criteria: the achievement of the reduction in total Actual Costs of items set forth in Exhibit Z:03A without limiting, compromising or impairing the Operator's operations, services, standards and duties and obligations under this Agreement or the integrity, reliability or safety of the System; whether such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator; whether such Costs Savings Idea was directly and solely the cause of a reduction in an item or items of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year; computability and verification, by documentation and otherwise, of the amount of said costs savings reduction; whether each such Costs Savings Idea will be incorporated into and will reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year; and whether said costs savings reduction amount is based on items of costs actually incurred by the Operator for the preceding contract year. 'Costs Savings Amount' shall mean the amount, if any, determined by the Port Authority, as aforesaid, as eligible for a Costs Savings Incentive Payment in accordance with the terms hereof.

"Anything to the contrary notwithstanding, a Costs Savings Idea shall not be implemented or submitted by the Operator or be eligible for consideration for a Costs Savings Incentive Payment if the same would be violative of any of the terms and provisions of this Agreement or violative of or not in compliance with any applicable law, ordinance, governmental rule, regulation, permit, license or order, or of any Port Authority rule, regulation or policy.

"(c) 'Costs Savings Incentive Payment' shall mean an amount equal to the product obtained from the following calculation:

(Costs Savings Amount - $25,000.00) x 50% = Costs Savings Incentive Payment; provided, however, that where such calculation produces a negative amount, the Costs Savings Incentive Payment shall equal zero and no such Payment shall be made.

"It is specifically understood and agreed that the amount, if any, set forth in Exhibit Z:03A (or any other amount) for 'Labor Contingency' shall not form the basis for, or be included in, any Costs Savings Amount of Costs Savings Incentive Payment.

"(2) (a) In the event, and solely in the event, that the Port Authority determines that a Costs Savings Idea is eligible for a Costs Savings Incentive Payment in accordance with the foregoing provisions hereof, and subject to the additional conditions described in subparagraphs (b) and (c) below, the amount of the Costs Savings Incentive Payment shall be paid to the Operator not later than sixty (60) days following such determination provided, however, that the foregoing or any Costs Savings Payment to be made shall not affect, reduce or diminish any amount to be credited to the Port Authority pursuant to the provisions of subparagraph (iii) of Paragraph (C) (3) above and the Port Authority shall have the right to apply such credits against any such Payment.

"(b) Any Costs Savings Incentive Payment made by the Port Authority hereunder shall be subject to all rights of audit and inspection by the Port Authority as provided in this Agreement, including without limitation under Paragraph (D) of this Article XII and under Article XXVIII hereof, and it is further understood that at the election of the Port Authority, no payment will be made if the Port Authority's inspection or audit does not substantiate the contents of any Operator's Costs Savings Certification and until such matters have been resolved to the satisfaction of the Port Authority, but the Port Authority shall have no obligation to conduct any such inspection or audit at such time.

"(c) Each Costs Savings Idea determined by the Port Authority to be eligible for a Costs Savings Incentive Payment shall be incorporated by the Operator into its proposed revisions to Projected Costs under the provisions of Paragraph (A) (1) above for the fiscal contract year in which such payment was made and for each succeeding fiscal contract year, and into the Projected Costs and the Actual Costs for each of the said fiscal contract year provide that the foregoing shall not limit or restrict the rights of the Port Authority under said Paragraph (A) (1) or under any other term or provision hereof. Without limiting any other rights of remedies of the Port Authority, in the event that a Costs Savings Idea upon which a Costs Savings Incentive Payment was made is not incorporated by the Operator in the Projected Costs and the Actual Costs for each of the aforesaid fiscal contract years, or in the event that such Costs Savings Idea does not reduce the Projected Costs and the Actual Costs for each of the said fiscal contract years in an amount in each such year equal to or greater than the Costs Savings Amount, the amount of the Costs Savings Incentive Payment made to the Operator shall be repaid by the Operator to the Port Authority on demand provided that if the said reduction in the Projected Costs and the Actual Costs in any such fiscal contract year resulting from the Cost Savings Idea is less than the Cost Savings Amount, the Port Authority, in consultation with the Airline Fuel Committee, may take into consideration contributing facts or circumstances in computing the full amount of the said repayment obligation of the Operator. The Port Authority shall have the right to elect to credit the amount of any such repayment to be made by the Operator against the payment obligations of the Port Authority under the Agreement, with the said credit to continue until the full amount of the repayment is made.

"(G) Without limiting any other obligation of the Operator under this Agreement, the Operator agrees that in any event it shall use its best efforts to keep its costs under this Agreement for each fiscal contract year as low as possible.

"(H) Annual Statements: The Operator shall submit to the Port Authority within sixty (60) days after the end of each fiscal contract year or after the date of any earlier termination or revocation of this Agreement, an annual statement certified by a responsible fiscal officer of the Operator setting forth annual totals of the Actual Costs by the Operator for such fiscal contract year. The said annual statement shall list individually the Actual Costs with respect to the items set forth in Exhibit Z:03A and shall indicate any variance between the individual Actual Costs and the individual Projected Costs. The said annual statement shall also set forth the annual total of the result of the Operator's monthly comparison of the Projected Costs to the Actual Costs."

4. Article XXXII of the Agreement, as amended, shall be deleted in its entirety and the following shall be deemed inserted in lieu thereof:

"Article XXXII. Contracts of Guaranty

"It is recognized that the Operator is a wholly-owned subsidiary of Tampa Pipeline Corporation. Further, it is recognized that the Operator is an Affiliate of Allied Aviation Holdings Corporation and that Allied Aviation Holdings Corporation is a wholly-owned subsidiary of the said Tampa Pipeline Corporation. As a condition hereof, the Operator shall procure and at all times during the effective period of this Agreement, including any renewals or extensions thereof, maintain in full force and effect a Contract of Guaranty executed by said Tampa Pipeline Corporation, in the form attached hereto, wherein and whereby Tampa Pipeline Corporation absolutely and unconditionally guarantees that the Operator will faithfully perform and fulfill everything on its part to be performed and fulfilled under this Agreement and any amendments and/or supplements thereto. As a further condition hereof, the Operator shall also procure and at all times during the effective period of this Agreement, including any renewals or extensions thereof, maintain in full force and effect a Contract of Guaranty executed by said Allied Aviation Holdings Corporation, in the form attached hereto, wherein and whereby Allied Aviation Holdings Corporation absolutely and unconditionally guarantees that the Operator will faithfully perform and fulfill everything on its part to be performed and fulfilled under this Agreement and any amendments and/or supplements thereto. It is hereby expressly understood and agreed that in the event there is a change in the said relationship of the Operator and the said Tampa Pipeline Corporation as a result of which the Operator is not owned directly or indirectly by the said Tampa Pipeline Corporation or that the said Allied Aviation Holdings Corporation is not owned directly or indirectly by the said Tampa Pipeline Corporation, the Port Authority shall have the right to require the Operator to substitute or deposit new or other forms of security, as determined by the Port Authority, to the Port Authority and the Operator shall promptly comply with such requirement provided that neither the foregoing nor any such new or other security shall be deemed to limit or impair any rights of termination of the Port Authority or any other rights or remedies of the Port Authority hereunder or otherwise. The failure of the Operator to promptly comply with the foregoing requirement shall constitute an event of default of the Operator under this Agreement. In addition to and without limiting or impairing any other right of the Port Authority to terminate this Agreement, any change in said ownership relationships contrary to said representations of the Operator shall constitute an event the occurrence of which

will entitle the Port Authority to terminate this Agreement pursuant to Article XXII hereof."

5. By executing this Supplemental Agreement, the Operator and each such person signing on behalf of the Operator certifies that the Operator and each parent and/or affiliate of the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b) and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those set forth in the Agreement or this Supplemental Agreement; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff or equipment with any business entity.

The foregoing certification as to (a) through (k) shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of ten percent (10%). Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.).

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

Affiliate - An entity in which the parent of the Operator owns more than fifty percent (50%) of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent (50%) of the Operator also owns more than fifty percent (50%) of the voting stock.

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

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil antitrust investigations, the term does not include inquiries made by any civil government agency concerning the 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 Operator by whatever titles known.

Parent - An individual, partnership, a joint venture or corporation which owns more than fifty percent (50%) of the voting stock of the Operator.

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the Operator and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the Operator or if such services are provided on an alternating or interchangeable basis between the Operator and the other business(es) or not-for-profit organizations(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: Telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment shall be considered to be shared whenever the Operator shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not-for-profit organization, the Operator has entered into a formal lease for use of the equipment and exercises exclusive use of the equipment; or when the Operator owns equipment that it has formally leased to another business or-not-for-profit organization, and for the duration of such lease the Operator has relinquished all right to the use of such leased equipment.

6. By executing this Supplemental Agreement, the Operator and each person signing on behalf of the Operator certifies that: (a) the Operator has not made any offers or

agreements or given or agreed to give anything of value (see definition of "anything of value" appearing in the paragraph 7 below) or taken any other action with respect to any 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 effective April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority), nor does the Operator have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certification as to "(a)" and "(b)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each parent, affiliate, director and officer of the Operator, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Operator with an ownership interest in excess of ten percent (10%). Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certifications as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. In addition, the Operator is advised that knowingly providing a false certification 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.).

7. During the term of the Agreement, the Operator shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing 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 of such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, of duties on behalf of the Port Authority, whether or not such duties are related to the Agreement or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of the Agreement. As used herein "anything of value" shall include but not be limited to any gift, gratuity, money, goods, equipment, services, meals, entertainment, lodging, transportation, discounts not available to the general public, favors, loans or the cancellation thereof, preferential treatment or business opportunity. It shall also include an offer of employment or the use of confidential information described by the Code of Ethics dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority); such term shall not include compensation contemplated by the Agreement or any other Port Authority contract. The contractor shall include the provisions of this clause in each subcontract entered into under the Agreement.

8. (a) The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise

available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws or any other laws of the United States or the States of New York and New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement by the Port Authority and delivery thereof to the Assignor as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

(b) The Operator hereby further understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed original or copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or remedies of the Port Authority under the Agreement or otherwise available to it under law to recover damages, direct, indirect or consequential, including without limitation, costs and attorney's fees, or to obtain other available relief, legal or equitable, including without limitation indemnification, contribution and restitution, related to, in connection with, resulting from or arising out of any act, omission, liability or responsibility of the Operator or others with respect to any prior, existing or future environmental condition, contamination, impairment, cleanup or remediation at the Airport or any part thereof, or areas adjacent thereto, or with respect to compliance with, or failure to comply with, or violation of, applicable laws, ordinances, governmental rules, regulations, permits, licenses and orders. The Operator agrees not to raise the execution of this Supplemental Agreement (or any prior supplemental agreement to the Agreement) by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action or proceeding for such damages, relief or remedies.

9. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Operator with any liability or held liable to it under any term or condition of this Supplemental Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

10. As hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Agreement shall be and remain in full force and effect.

11. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Operator have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
David Kagan
(Title) Assistant Director
Business, Properties & Aviation Development
(Seal)

ATTEST:

Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By _____

(Title) President
(Corporate Seal)

TAMPA PIPELINE CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated 31 December, 2001, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement.

ATTEST:

Secretary

TAMPA PIPELINE CORPORATION

By _____

(Title) President
(Corporate Seal)

ALLIED AVIATION HOLDINGS CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated 31 December, 2001, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement.

ATTEST:

Secretary

ALLIED AVIATION HOLDINGS CORPORATION

By _____

(Title) President
(Corporate Seal)

ALLIED A` ATION SERVICE COMPAN` OF N.J., INC.
NEWARK FUELING BUDGET
5/1/03-4/30/06

SALARIES & WAGES	05/03 - 04/04	05/04 - 04/05	05/05 - 04/06
Labor-Hourly	9,002,033	9,790,367	10,232,885
Labor-Management	3,250,419	3,420,899	3,552,990
Payroll Related	4,092,255	4,394,537	4,151,164
Sub-Total	$ 16,344,706	$ 17,605,803	$ 17,937,039
DIRECT EXPENSES			
Utilities	24,000	24,840	25,709
Telephone	67,000	69,345	71,772
Office & Computer Supplies	115,200	119,232	123,405
Product Filters	79,000	81,765	84,627
Uniforms & Employee Related	227,120	235,069	243,297
Auto Gas	446,936	462,579	478,769
Repair / Maintenance M&O	139,200	144,072	149,115
Repair / Maintenance I/P	1,391,000	1,439,685	1,560,074
Property Rental	50,400	52,164	53,990
Equipment Amorization / Depreciation	82,492	82,492	82,492
Misc. Managers Expenses	12,000	12,420	12,855
Outside Services	188,000	194,580	201,390
Inspection Test & Fuel Analysis	147,000	152,145	157,470
Waste Removal	43,500	45,023	46,598
Tank Cleaning	-	-	-
Cathodic Protection	-	-	-
Sub-Total	$ 3,012,848	$ 3,115,410	$ 3,291,562
INDIRECT EXPENSES			
Permits / Fees	5,000	5,175	5,356
Insurance	-	-	-
Auto Liability	14,904	15,426	15,966
Off Airport Liability Insurance	24,242	25,091	25,969
Ground Liability	389,236	402,859	416,959
Petroleum Stock	15,600	16,146	16,711
Facility Insurance	163,800	169,533	175,467
Equipment Floater	58,344	60,386	62,500
Environmental Insurance	201,372	208,420	215,715
ATA Audits	-	-	-
NJDEP Cost	6,000	6,000	6,000
Labor Contingency	-	-	200,000
Sub-Total	878,498	909,035	1,140,642
			-
DIRECT AND INDIRECT COST	$ 20,236,052	$ 21,630,249	$ 22,369,243
MISCELLANEOUS INCOME	-	-	-
MARGIN	760,000	780,000	800,000
			-
TOTAL COST	$ 20,996,052	$ 22,410,249	$ 23,169,243
GALLONS (000,000)	670.6	690.7	711.4
COST PER GALLON	0.0313	0.0324	0.0326

Exhibit Z-03A (page 1) Initialed

For the Port Authority _____

For the Operator _____

ALLIED AVIATION SERVICE COMPANY OF N.J., INC.
NEWARK FUELING BUDGET
5/1/03-4/30/04

SALARIES & WAGES		
Labor-Hourly		9,002,033
Labor-Management		3,250,419
Payroll Related		4,092,255
Sub-Total	$	16,344,706
DIRECT EXPENSES		
Utilities		24,000
Telephone		67,000
Office & Computer Supplies		115,200
Product Filters		79,000
Uniforms & Employee Related		227,120
Auto Gas		446,936
Repair / Maintenance M&O		339,200
Repair / Maintenance I/P		1,391,000
Property Rental		50,400
Equipment Amortization / Depreciation		82,492
Misc. Managers Expenses		12,000
Outside Services		188,000
Inspection Test & Fuel Analysis		147,000
Waste Removal		43,500
Tank Cleaning		-
Cathodic Protection		-
Sub-Total	$	3,012,848
INDIRECT EXPENSES		
Permits / Fees		5,000
Insurance		-
Auto Liability		14,904
Off Airport Liability Insurance		24,242
Ground Liability		389,236
Petroleum Stock		15,600
Facility Insurance		163,800
Equipment Floater		58,344
Environmental Insurance		201,372
ATA Audits		-
NJDEP Cost		6,000
Labor Contingency		-
Sub-Total	$	878,498
		-
DIRECT AND INDIRECT COST	$	20,236,052
MISCELLANEOUS INCOME		-
MARGIN		760,000
TOTAL COST	$	20,996,052
GALLONS (000,000)		670.6
COST PER GALLON		0.0313

TOTAL MAINTENANCE & OPERATION COST - ALL COST CENTERS

2003-2004 Budget

	2003 MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2004 JAN	FEB	MAR	APR	TOTAL	Percent of Total
SALARIES & WAGES														
Labor Hourly	626,831	840,744	694,554	638,673	829,197	684,095	697,267	1,022,673	755,175	698,460	814,993	699,350	9,002,933	44.49%
Labor-Management	230,116	302,291	244,761	230,116	302,291	244,761	230,116	346,226	334,507	244,761	299,151	239,321	3,250,419	16.06%
Payroll Related	313,271	350,362	316,988	307,985	334,852	312,182	316,931	378,771	379,286	357,400	375,549	348,678	4,092,255	20.22%
Sub-Total	1,170,217	1,493,397	1,256,304	1,176,774	1,466,339	1,241,038	1,244,314	1,747,670	1,470,968	1,300,621	1,489,694	1,287,349	16,344,706	80.77%
DIRECT EXPENSES														
Utilities	3,000	0	0	0	0	0	0	3,000	3,000	6,000	6,000	3,000	24,000	0.12%
Telephone	5,583	5,583	5,583	5,583	5,583	5,583	5,583	5,583	5,583	5,583	5,583	5,583	67,000	0.33%
Office & Computer Supplies	8,956	11,013	8,831	8,956	11,013	8,831	8,956	11,013	8,831	8,956	11,013	8,831	115,200	0.57%
Product Fibers	23,500	19,500	0	0	0	0	18,000	0	0	0	18,000	0	79,000	0.39%
Uniforms & Employee Related	16,127	20,050	16,527	18,023	20,050	18,927	16,127	20,050	18,527	20,127	24,050	18,527	227,120	1.12%
Auto Gas	30,254	33,229	33,096	35,707	32,678	33,401	38,886	48,953	44,956	41,993	39,219	34,563	446,336	2.21%
Repair / Maintenance M&O	10,708	13,385	10,708	10,708	13,385	10,708	10,708	13,385	10,708	10,708	13,385	10,708	139,100	0.69%
Repair / Maintenance I/P	109,061	141,127	99,661	99,661	141,127	99,661	107,865	141,127	117,461	98,461	141,127	99,661	1,391,300	6.87%
Property Rental	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	50,400	0.25%
Equipment Amortization / Depreciation	7,301	6,871	6,871	6,871	6,871	6,871	6,871	6,871	6,871	6,871	6,779	6,369	82,492	0.41%
Misc. Managers Expenses	923	1,154	923	923	1,154	923	923	1,154	923	923	1,154	923	12,000	0.06%
Outside Services	14,920	15,660	14,920	14,920	15,660	14,920	14,920	15,660	14,920	16,920	17,660	16,920	188,000	0.93%
Inspection Test & Fuel Analysis	11,385	13,981	11,385	11,385	13,981	11,385	11,385	13,981	11,385	11,385	13,981	11,385	147,000	0.73%
Waste Removal	3,625	3,625	3,625	3,625	3,625	3,625	3,625	3,625	3,625	3,625	3,625	3,625	43,500	0.21%
Tank Cleaning	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
Cathodic Protection	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
Sub-Total	249,743	289,378	216,332	220,566	269,327	219,035	243,049	288,603	250,990	235,752	305,776	224,295	3,012,848	14.89%
INDIRECT EXPENSES														
Permits / Fees	0	0	0	0	0	5,000	0	0	0	0	0	0	5,000	0.02%
Insurance														
Auto Liability	1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242	1,242	14,904	0.07%
Off Airport Liability Insurance	2,057	2,014	2,093	2,173	1,977	2,100	2,252	2,003	1,891	1,728	1,985	1,970	24,242	0.12%
Ground Liability	33,026	32,136	33,607	34,884	31,749	33,723	36,161	32,156	30,356	27,745	31,866	31,633	389,236	1.92%
Petroleum Stock	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600	0.08%
Factory Insurance	13,650	13,650	13,650	13,650	13,650	13,650	13,650	13,650	13,650	13,650	13,650	13,650	163,800	0.81%
Equipment Floater	4,862	4,862	4,862	4,862	4,862	4,862	4,862	4,862	4,862	4,862	4,862	4,862	58,344	0.29%
Environmental Insurance	16,781	16,781	16,781	16,781	16,781	16,781	16,781	16,781	16,781	16,781	16,781	16,781	201,372	1.00%
ATA Audits	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
HIDEP Costs	500	500	500	500	500	500	500	500	500	500	500	500	6,000	0.03%
Labor Contingency	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
Sub-Total	73,418	72,678	74,035	75,391	72,062	79,158	76,748	72,493	70,582	67,807	72,185	71,939	878,498	4.34%
DIRECT AND INDIRECT COST	1,493,400	1,855,454	1,546,670	1,472,732	1,807,729	1,539,232	1,564,111	2,108,766	1,792,540	1,604,181	1,867,655	1,583,583	20,236,052	
MISCELLANEOUS INCOME	0	0	0	0	0	0	0	0	0	0	0	0	0	
MARGIN	63,333	63,333	63,333	63,333	63,333	63,333	63,333	63,333	63,333	63,333	63,333	63,333	760,000	
TOTAL COST	1,556,734	1,918,787	1,610,004	1,536,065	1,871,062	1,602,565	1,627,444	2,172,099	1,855,873	1,667,514	1,930,988	1,646,916	20,996,052	
DROPS (PROJECTED)	19,070	18,383	19,330	19,810	18,098	19,135	17,816	18,521	18,187	17,143	19,182	18,936	223,611	
GALLONS (000,000)	56.9	55.7	57.9	60.1	54.7	58.1	62.3	55.4	52.3	47.8	54.9	54.5	670.6	
COST PER GALLON	0.0274	0.0344	0.0278	0.0256	0.0342	0.0276	0.0261	0.0392	0.0355	0.0349	0.0352	0.0302	0.0313	

Exhibit C.03A (page 2) Initialed

For the Port Authority _____

For the Operator _____

THIS SUPPLEMENT TO LEASE SHALL NOT BE BINDING ON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE OPERATOR BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark Liberty International Airport
Supplement No. 21

SUPPLEMENTAL AGREEMENT NO. 21

THIS AGREEMENT, made as of the 30th day of April, 2006 (hereinafter referred to as the "Supplemental Agreement") by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as the "Port Authority") and **ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.** (formerly named Ogden Aviation Service Company of New Jersey, Inc., formerly and previously named Allied Aviation Service Company of New Jersey, Inc. and hereinafter referred to as the "Operator") a corporation organized and existing under the laws of the State of New Jersey,

WITNESSETH, that:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973, the offer for which was submitted by the Operator under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973 (all of the foregoing, together with the supplemental agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985, May 1, 1988, October 31, 1988, May 1, 1991, October 31, 1991, April 30, 1994, July 1, 1996, May 1, 1997, November 1, 1999, March 1, 2002 and April 30, 2003 being hereinafter collectively called the "Agreement"), the Operator agreed, among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark Liberty International Airport (hereinafter called the "Airport"); and

WHEREAS, the Port Authority and the Operator desire to extend the effective period of the Agreement and to amend the Agreement in certain respects, as hereinafter provided:

NOW, THEREFORE, the Port Authority and the Operator hereby agree, effective as of May 1, 2006, as follows:

1. The effective period of the Agreement is hereby extended to and including December 31, 2008, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement, as heretofore amended, is hereby further amended to read as follows:

> "(3) Four percent (4%) of the sum of items (1) and (2) above, up to a total of $150,000 for the period from May 1, 2006 through December 31, 2008, but in no event to exceed a total of $70,000 in any fiscal contract year during said period; and"

3. Article XII of the Agreement, as previously amended, is hereby further amended to read as follows:

"Article XII. Method of Payments to the Operator

"(A) Projected Costs: For purposes of this Agreement, the Operator has submitted to the Port Authority projections of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder; such projections for each fiscal contract year, or portion thereof, during the period May 1, 2006 through December 31, 2008 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit Z:06' and are hereinafter called the 'Projected Costs'; provided, however, that payments of Projected Costs and monthly Projected Costs under Paragraph (C) hereof shall not include the amount, if any, set forth in Exhibit Z:06 (or any other amount for 'Labor Contingency'. Such projections for each month of the prorated fiscal contract year commencing May 1, 2006 and ending December 31, 2006 are also shown on Exhibit Z:06 (page 2) and said monthly breakdown of the Projected Costs are herein called the 'monthly Projected Costs'). It is expressly understood and agreed that the Projected Costs set forth in said Exhibit Z:06 for the fiscal contract year commencing January 1, 2007 and ending December 31, 2007 (herein referred to as the '2007 contract year') and for the fiscal contract year commencing January 1, 2008 and ending December 31, 2008 (herein referred to as the '2008 contract year') shall be subject to further review and adjustment by the Port Authority as follows:

"(1) Annual Review and Adjustment: With respect to the 2007 contract year, the Operator, on or before February 28, 2007 shall advise the Port Authority by written notice signed by the President of a Vice President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:06 for the 2007 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of the specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year, its being understood that there shall be no increase in the Operator's fixed annual management fee, denominated as 'Management Fee' as set forth on Exhibit Z:06 for said 2007 contract year. With respect to the 2008 contract year, the Operator, on or before January 31, 2008, shall advise the Port Authority by written notice signed by the President or a Vice President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:06 for the 2008 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year, it being understood that there shall be no increase in the Operator's fixed management fee, denominated as 'Management Fee' as set forth in Exhibit Z:06 for said 2008 contract year. In the event the Operator desires to revise the Projected Costs for the 2007 contract year or the 2008 contract year, as the case may be, it shall submit with the said notice its proposed projections of costs for the 2007 contract year or the 2008 contract year, as the case may be, in the same form as Exhibit Z:06 and with the exact same types of specified costs but with the desired revised

amounts. The Operator shall also include with each of the aforesaid notices a monthly breakdown of the Projected Costs for the respective fiscal contract year in the same form as Exhibit Z:06 (page 2) showing both the breakdown of said Projected Costs as the same are set forth in Exhibit Z:06 (page 1) and also based on the proposed revisions (revised amounts only) thereto.

"After its receipt of the Operator's notice, the Port Authority shall review the proposed costs for the 2007 contract year or the 2008 contract year, as the case may be, whether based on those set forth in Exhibit Z:06 or or proposed revisions submitted with the Operator's notice. In the said review of said projected costs, the Port Authority and the Operator agree to consult with each other in good faith, and, if appropriate, to meet to discuss possible adjustments to said proposed projected costs. The Operator shall have the right to present to the Port Authority all appropriate materials in support of the Operator's proposed revisions, the Port Authority agreeing to give a full and fair review to all such revisions and supporting materials provided the same are timely submitted during the period for Port Authority review as described herein.

"No later than sixty (60) days after its receipt from the Operator of the aforesaid notice and after the Port Authority's aforesaid review has been completed, the Port Authority shall advise the Operator of the Port Authority's election:

"(i) To continue with the Projected Costs for the 2007 contract year, or the 2008 contract year, as the case may be, as the same are set forth in Exhibit Z:06; or

"(ii) To accept the proposed revisions as submitted by the Operator with its aforesaid notice; or

"(iii) To adjust the proposed revisions as submitted by the Operator with its aforesaid Notice; or

"(iv) To adjust the Projected Costs as the same are set forth in Exhibit Z:06 for the said contract year (whether or not the Operator has submitted proposed revisions to said Projected Costs with its aforesaid notice).

"In the event the Port Authority elects to continue with the Projected Costs for the 2007 contract year as the same are set forth in Exhibit Z:06, Exhibit Z:06 shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:06 (page 3), and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2007 contract year. In the event the Port Authority elects to continue with the Projected Costs for the 2008 contract year as the same are set forth in Exhibit Z:06, Exhibit Z:06 shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:06 (page 4), and in such event the term 'monthly

Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2008 contract year.

"With respect to the 2007 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:07 containing the new amounts for the 2007 contract year and which from and after January 1, 2007 shall be deemed to be substituted in lieu of Exhibit Z:06 attached hereto, but solely with respect to said contract year. With respect to the 2008 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:08 containing the new amounts for the 2008 contract year and which from and after January 1, 2008 shall be deemed to be substituted in lieu of Exhibit Z:06 attached hereto, but solely with respect to said contract year.

"It is understood and agreed that any revision to the Projected Costs as above provided shall not increase the amount of the Operator's annual fixed fee (as defined in Paragraph (E) below).

"(2) It is understood and agreed that the Port Authority and the Operator in the above-provided review and adjustment procedure for determining the Projected Costs for the 2007 and 2008 contract years shall consider the forecasts of estimated activities of the users of the system for each of the aforesaid contract years.

"(3) The term 'Projected Costs' as used in this Agreement shall be deemed to include the monthly Projected Costs with respect to the applicable fiscal contract year. With respect to the 2007 contract year and the 2008 contract year, in the event the Port Authority elects items (ii), (iii) or (iv) of subparagraph (1) above, the terms 'Projected Costs' and 'monthly Projected Costs' as used in this Agreement shall mean the projection of specified costs as shall be set forth in the revised and relabeled Exhibit Z:06 attached to the Port Authority's notice for the respective contract year as described above.

"(4) Copies of the notices described in subparagraph (1) above may also be sent by the Port Authority to each of the Airline Lessees (as such term is defined in Article XXI hereof).

"(B) (1) It is understood and agreed that there shall be deemed included in the Projected Costs and in the Actual Costs, as hereinafter defined, and in the payments to the Operator under Paragraph (C) (3) of this Article XII the following:

"(i) The Operator's costs with respect to the fuel expenses mentioned in paragraph (f) of Article III;

"(ii) The Operator's costs with respect to the other equipment mentioned in paragraph (1) of Article IX amortized over an appropriate period;

"(iii) The Operator's costs with respect to repair and maintenance of the Building as described in paragraph (e) of Article VIII;

"(iv) Interest at the rate of four percent (4%) per annum with respect to the interim monthly amortization amount as set forth in Article VIII, it being recognized that said four percent (4%) interest is in excess of the six percent (6%) rate specified in Article VIII;

"(v) The Operator's costs of insurance with respect to the insurance requirements described in paragraph (g) of Article VIII, in paragraph (h) or Article IX, in paragraphs (b), (c) and (d) of Article XIII and in paragraph (g) of Article IX-A;

"(vi) The Operator's costs with respect to its obligations and services pursuant to Article XV;

"(vii) The Operator's costs with respect to all parts, equipment, materials, tools and supplies for the hydrant carts and the Operator's costs with respect to the fuel expenses for said hydrant carts, as mentioned in paragraph (a) of Article III of the Agreement, as amended, it being understood, however, that the inclusion of the said Operator's costs in the Projected Costs and in the Actual Costs and in the payments to the Operator based on the same shall have effect from May 1, 2006 and shall be of prospective effect solely, and, further, that neither the said inclusion, not anything contained in the Agreement, as amended, shall or shall be deemed to alter, modify, change, waive or prejudice in any way the rights of the Port Authority under the Agreement to disallow the inclusion of any of the said Operator's costs in the Projected Costs or the Actual Costs for any period prior to May 1, 2006; and

"(viii) The Operator's costs with respect to the operation, maintenance and repair of the Supplemental Service Fleet or any fueling truck forming a part thereof, of any nature whatsoever, including insurance, pursuant to Article IX-A hereof.

"(2) It is specifically understood and agreed that the Projected Costs and the Actual Costs, as hereinafter defined, do not clued and shall not be deemed to include any costs with respect to any of the following:

"(i) The reimbursable items as defined in paragraph (a) of Article III;

"(ii) The reimbursable utilities as defined in paragraph (a) of Article III;

"(iii) The reimbursable services as defined in paragraph (c) of Article III;

"(iv) The reimbursable maintenance cost as defined in paragraph (d) of Article III:

"(v) The interim monthly amortization amounts as defined in paragraph (f) of Article VIII;

"(vi) The specialized equipment as defined in paragraph (k) of Article IX;

"(vii) Any of the obligations imposed on the Operator pursuant to paragraph (h) of Article III, Article VII, paragraphs (c), (h) and (k) of Article VIII and Article XXI;

"(viii) The obligations of the Operator under Article XXXIII of this Agreement.

"The monthly payments of Projected Costs and Actual Costs, as hereinafter defined, to be made by the Port Authority under Paragraph (C) (3) of this Article XII shall not include any of the foregoing items. Projected Costs and Actual Costs, as hereinafter defined, shall not include and shall not be deemed to include any other obligations of the Operator which are to be solely and fully borne by the Operator, including without limitation the obligations of the Operator under paragraph (a) of Article XIII hereof. The foregoing shall not be construed to limit, impair or preclude any right or remedy of the Port Authority hereunder or otherwise.

"(3) It is expressly understood and agreed that the Projected Costs and Actual Costs, as hereinafter defined, upon which the Port Authority's payments under this Paragraph (C) hereof are based, are and shall be limited to those types of specified costs set forth in Exhibit Z:06 attached hereto and that no payments of Projected Costs and Actual Costs shall be made to the Operator by the Port Authority for any type or types of costs other than those set forth in Exhibit Z:06 as herein provided.

"(C) (1) Monthly statements: Not later than the fifteenth (15th) day of June, 2006 and not later than the fifteenth (15th) day of each and every month thereafter during the effective period of this Agreement, including the month following the expiration or earlier termination thereof; the Operator shall certify to the Port Authority by means of a sworn statement of a responsible fiscal officer of the Operator the following (in each case with all sufficient details, itemization, identification of the users of the system and corresponding gallonage):

"(a) The number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users other than Fixed Based Operator(s) during the preceding calendar month;

"(b) The number of gallons of aviation fuel delivered by the Operator into the fuel trucks of each Fixed Base Operator during the preceding calendar month;

"(c) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each Fuel Storage Permittee during the preceding calendar month;

"(d) The number of gallons of aviation fuel received from each Fuel Storage Permittee which is not an Aviation Fuel Supplier during the preceding calendar month;

"(e) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Airline Customer of each Aviation Fuel Supplier during the preceding calendar month;

"(f) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Fuel Storage Permittee during the preceding calendar month;

"(g) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each of its customers who are general aviation aircraft operators during the preceding calendar month;

"(h) The total number of gallons of aviation fuel received by the Operator into the fuel storage facilities of the System during the preceding calendar month.

"The statement covering item (b) shall also be delivered to the Fixed Base Operator; the statements covering items (c) and (d) shall also be delivered to each Fuel Storage Permittee, and when such Permittee is a Supplier, the statement shall individually list each Fuel Storage Permittee and each Airline Customer for which the receipt and/or delivery of the aviation fuel has been made; the statement covering item (e) shall also be supplied to each Airline Customer as to deliveries to its aircraft; the statements covering item (f) shall also be delivered to each Fuel Storage Permittee.

"Each of the monthly statements of the Operator to be submitted to the Port Authority as described in this Paragraph (C) are herein sometimes referred to as the 'Operator's monthly statement.'

"(2) Monthly statements: Actual Costs/Monthly Comparison to Projected Costs: The Operator's monthly statements to be submitted by the Operator to the Port Authority hereunder shall also include a statement certified and sworn to by a responsible fiscal officer of the Operator setting forth the amounts of all of the actual costs of the types specified in the Operator's Projected Costs as shown in Exhibit Z:06 actually incurred by the Operator during the immediately preceding calendar month in the performance of the operations and services to be performed by the Operator hereunder (the 'Actual Costs').

"Each of the said Operator's monthly statements shall also list individually the Actual Costs with respect to the items named in Exhibit Z:06

and shall indicate any variance between the Actual Costs and the Projected Costs for the said immediately preceding calendar month.

"Each of the said Operator's monthly statements shall also set forth the monthly Projected Costs for the month in which the statement is submitted (hereinafter referred to as the 'monthly Projected Costs for the current month') based on the said Exhibit Z:06 and, in the event said Exhibit is revised for the 2007 or 2008 contract years in accordance with the provisions of Paragraph (A) above, based on the revised version or versions of the Exhibit Z:06.

"The portion of each of the Operator's monthly statement which sets forth the variance between individual Actual Costs and individual Projected Costs, as described, shall also be sent by the Operator to each of the Airline Lessees.

"(3) Monthly payments: The Port Authority, no later than ten (10) days immediately following its receipt of the Operator's monthly statement for the immediately preceding calendar month, shall pay to the Operator:

"(i) The monthly Projected Costs for the current month;

"(ii) The current month's installment of the Operator's annual fixed fee, as hereinafter defined in Paragraph (E) below;

"(iii) Subject to and without limiting the provisions of paragraph (G) of this Article XII and the provisions of Article XXVIII hereof, it is understood and agreed that in the event the Operator's Actual Costs for the calendar month immediately preceding the current month exceed the monthly Projected Costs for the said immediately preceding calendar month, as certified in the Operator's monthly statement for the current month, the Port Authority's payment hereunder shall include an additional adjustment amount equal to the amount constituting the difference between said Actual Costs for the said month and said monthly Projected Costs; and that in the event the Actual Costs for the calendar month immediately preceding the current month were less than the monthly Projected Costs for said immediately preceding month, the Port Authority shall credit against its payment obligations hereunder the full amount of said difference, with the said credit or credits for each such month to continue until the same are exhausted.

"It is specifically understood and agreed that the amount, if any, set forth in Exhibit Z:06 (or any other amount) for 'Labor Contingency' shall not be included in Port Authority payments of Projected Costs and such amount is to be payable by the Port Authority only if and to the extent actually expended by the Operator and includible in Actual Costs hereunder.

"(D) The Operator agrees:

"(1) To maintain, in accordance with accounting practices acceptable to the Port Authority, records and books of account recording all of its

transactions hereunder, which records and books of account shall be kept at all times within the Port of New York District during the effective period of this Agreement and for seven (7) years after the expiration or earlier revocation or termination thereof (and if material to litigation initiated within that time said records and books of account shall be preserved until the final determination of the controversy), and which records and books of account shall show (i) the basis and all supporting documents for each and every statement required to be furnished hereunder by the Operator; (ii) the costs of the Operator of conducting all of its operations hereunder, the revenues of whatever kind or nature from such operations, the method of amortizing and depreciating costs of whatever kind or nature and the resulting profit (or loss) to the Operator from the operations hereunder; (iii) all of the actual costs; (iv) the basis and all supporting documents for each and every statement and certification submitted by the Operator under the Costs Savings Incentive Program as described in Paragraph (F) below; (v) such other information as the Port Authority may from time to time request; and (vi) date and nature of each item of service, repair and maintenance provided by the Operator with respect to the System, including without limitation the hydrant carts, and the fuel trucks comprising the Service Fleet pursuant to Article IX of this Agreement, and the fueling trucks supplied by the Port Authority pursuant to Article IX-A of this Agreement, and the Building pursuant to Article VIII hereof;

"(2) To permit during ordinary business hours the examination and audit by the officers, employees and representatives of the Port Authority of the aforesaid records and books of account required to be maintained by the Operator;

"(3) To permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Operator, including without limitation thereto any metering or measuring devices;

"(4) To install and use such measuring and metering devices, invoicing machines and other equipment or devices for recording quantities received and quantities delivered as may be appropriate to the business of the Operator and necessary or desirable to keep accurate records;

"(5) To furnish to the Port Authority at such time as the Port Authority may from time to time and at any time request a sworn statement of a responsible fiscal officer of the Operator setting forth in such detail as requested by the Port Authority and covering the twelve (12) month period immediately preceding the date of the request the information required to be shown under subparagraph (1) of this Paragraph (D) of this Article XII; and

"(6) To permit a semi-annual review by the Port Authority and representatives of the Airline Fuel Committee (as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof) of the Operator's Projected Costs and Actual Costs (without limiting any other term or provision of this Agreement).

"(E) The Operator's annual fixed fee: for each of the three fiscal contract years, or portion thereof, during the period commencing May 1, 2006 and

expiring December 31, 2008, the Operator's annual management fee (the 'Operator's annual fixed fee') shall be in the following amounts:

"(1) For the period commencing on May 1, 2006 through December 31, 2006, both dates inclusive, the Operator's annual fixed fee shall be in the amount of Five Hundred Thirty-three Thousand Thirty-three Dollars and No Cents ($533,333.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:06 attached hereto.)

"(2) For the 2007 contract year, the Operator's annual fixed fee shall be in the amount of Eight Hundred Twenty Thousand Dollars and No Cents ($820,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:06 attached hereto.)

"(3) For the 2008 contract year, the Operator's annual fixed fee shall be in the amount of Eight Hundred Forty Thousand Dollars and No Cents ($840,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:06 attached hereto.)

"(F) 'Costs Savings Incentive Program':

"(1) (a) It is intended that the Operator will, during the period May 1, 2006 through December 31, 2008 of the term of this Agreement, use its best efforts to develop costs savings ideas for the achievement of the reduction in Actual Costs (as defined in Paragraph (C) (2) above) of items of costs set forth in Exhibit Z:06 and that the Operator shall do so without limiting, diminishing, compromising or impairing its operations, services, standards and duties, responsibilities and obligations under this Agreement or the integrity, reliability or safety of the System ('Costs Savings Idea'). On or before February 28, 2007 and within sixty (60) days after the end of the 2007 contract year and at the same time that the Operator submits the statement required under Paragraph (H) hereof, the Operator shall submit to the Port Authority the Operator's written proposal for the adoption of the Operator's Costs Savings Idea, which writing shall be signed by a responsible fiscal officer of the Operator, and is herein referred to as the 'Operator's Costs Savings Certification'. The Operator shall set forth in the Operator's Costs Savings Certification the full description of each such Costs Savings Idea and the Operator's certification and request to the Port Authority for its consideration as to the eligibility of such Costs Savings Idea for a Costs Savings Incentive Payment. Port Authority consideration of each such Costs Savings Idea will be made, in consultation with the Airline Fuel Committee (as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof). The Operator's Costs Savings Certification shall include and be accompanied by such documentation as is necessary to demonstrate to the satisfaction of the Port Authority, in consultation with said Airline Fuel Committee, that such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator; that said such Costs Savings Idea was directly and solely the cause of a reduction in an item or items

of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year. The Operator's Costs Savings Certification shall clearly set forth the amount and calculation of said costs savings reduction. Further, the Operator's Costs Savings Certification shall also include the Operator's certification that each such Costs Savings Idea is and shall be in compliance with the terms and provisions of this Agreement and in compliance with all applicable laws, ordinances, governmental rules, regulations, permits, licenses and orders; and that each such Costs Savings Idea will be incorporated into and reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year. Further, the Operator's Costs Savings Certification shall also include the Operator's certification that all of the criteria set forth in subparagraph (b) below have been satisfied.

"(b) After its receipt of the Operator's Costs Savings Certification, the Port Authority, in consultation with the Airline Fuel Committee, will determine the eligibility of the same for Costs Savings Incentive Payment and the amount thereof, it being understood and agreed that said determination of the Port Authority shall be controlling and final. Eligibility of a Costs Savings Idea included in the Operator's Costs Savings Certification for Costs Savings Incentive Payment and the amount thereof will be determined using the following general criteria: the achievement of the reduction in total Actual Costs of items set forth in Exhibit Z:06 without limiting, compromising or impairing the Operator's operations, services, standards and duties and obligations under this Agreement or the integrity, reliability or safety of the System; whether such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator; whether such Costs Savings Idea was directly and solely the cause of a reduction in an item or items of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year; computability and verification, by documentation and otherwise, of the amount of said costs savings reduction; whether each such Costs Savings Idea will be incorporated into and will reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year; and whether said costs savings reduction amount is based on items of costs actually incurred by the Operator for the preceding contract year. 'Costs Savings Amount' shall mean the amount, if any, determined by the Port Authority, as aforesaid, as eligible for a Costs Savings Incentive Payment in accordance with the terms hereof.

"Anything to the contrary notwithstanding, a Costs Savings Idea shall not be implemented or submitted by the Operator or be eligible for consideration for a Costs Savings Incentive Payment if the same would be violative of any of the terms and provisions of this Agreement or violative of or not in compliance with any applicable law, ordinance, governmental rule, regulation, permit, license or order, or of any Port Authority rule, regulation or policy.

"(c) 'Costs Savings Incentive Payment' shall mean an amount equal to the product obtained from the following calculation:

(Costs Savings Amount - $25,000.00) x 50% = Costs Savings Incentive Payment; provided, however, that where such calculation produces a negative amount, the Costs Savings Incentive Payment shall equal zero and no such Payment shall be made.

"It is specifically understood and agreed that the amount, if any, set forth in Exhibit Z:06 (or any other amount) for 'Labor Contingency' shall not form the basis for, or be included in, any Costs Savings Amount of Costs Savings Incentive Payment.

"(2) (a) In the event, and solely in the event, that the Port Authority determines that a Costs Savings Idea is eligible for a Costs Savings Incentive Payment in accordance with the foregoing provisions hereof, and subject to the additional conditions described in subparagraphs (b) and (c) below, the amount of the Costs Savings Incentive Payment shall be paid to the Operator not later than sixty (60) days following such determination provided, however, that the foregoing or any Costs Savings Payment to be made shall not affect, reduce or diminish any amount to be credited to the Port Authority pursuant to the provisions of subparagraph (iii) of Paragraph (C) (3) above and the Port Authority shall have the right to apply such credits against any such Payment.

"(b) Any Costs Savings Incentive Payment made by the Port Authority hereunder shall be subject to all rights of audit and inspection by the Port Authority as provided in this Agreement, including without limitation under Paragraph (D) of this Article XII and under Article XXVIII hereof, and it is further understood that at the election of the Port Authority, no payment will be made if the Port Authority's inspection or audit does not substantiate the contents of any Operator's Costs Savings Certification and until such matters have been resolved to the satisfaction of the Port Authority, but the Port Authority shall have no obligation to conduct any such inspection or audit at such time.

"(c) Each Costs Savings Idea determined by the Port Authority to be eligible for a Costs Savings Incentive Payment shall be incorporated by the Operator into its proposed revisions to Projected Costs under the provisions of Paragraph (A) (1) above for the fiscal contract year in which such payment was made and for each succeeding fiscal contract year, and into the Projected Costs and the Actual Costs for each of the said fiscal contract year provide that the foregoing shall not limit or restrict the rights of the Port Authority under said Paragraph (A) (1) or under any other term or provision hereof. Without limiting any other rights of remedies of the Port Authority, in the event that a Costs Savings Idea upon which a Costs Savings Incentive Payment was made is not incorporated by the Operator in the Projected Costs and the Actual Costs for each of the aforesaid fiscal contract years, or in the event that such Costs Savings Idea does not reduce the Projected Costs and the Actual Costs for each of the said fiscal contract years in an amount in each such year equal to or greater than the Costs Savings Amount, the amount of the Costs Savings Incentive Payment made to the Operator shall be repaid by the Operator to the Port Authority on demand

provided that if the said reduction in the Projected Costs and the Actual Costs in any such fiscal contract year resulting from the Cost Savings Idea is less than the Cost Savings Amount, the Port Authority, in consultation with the Airline Fuel Committee, may take into consideration contributing facts or circumstances in computing the full amount of the said repayment obligation of the Operator. The Port Authority shall have the right to elect to credit the amount of any such repayment to be made by the Operator against the payment obligations of the Port Authority under the Agreement, with the said credit to continue until the full amount of the repayment is made.

"(G) Without limiting any other obligation of the Operator under this Agreement, the Operator agrees that in any event it shall use its best efforts to keep its costs under this Agreement for each fiscal contract year as low as possible.

"(H) Annual Statements: The Operator shall submit to the Port Authority within sixty (60) days after the end of each fiscal contract year or after the date of any earlier termination or revocation of this Agreement, an annual statement certified by a responsible fiscal officer of the Operator setting forth annual totals of the Actual Costs by the Operator for such fiscal contract year. The said annual statement shall list individually the Actual Costs with respect to the items set forth in Exhibit Z:06 and shall indicate any variance between the individual Actual Costs and the individual Projected Costs. The said annual statement shall also set forth the annual total of the result of the Operator's monthly comparison of the Projected Costs to the Actual Costs."

4. Effective as of October 13, 2005, the following shall be deemed added to the end of Article XXIII of the Agreement:

"Further, in the event the Port Authority exercises its right to terminate this Agreement for any reason other than "without cause", the Operator 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 termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Agreement (on failure of the Operator to have it restored), preparing such space for use by a succeeding operator, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same)."

5. By executing this Supplemental Agreement, the Operator and each such person signing on behalf of the Operator certifies that the Operator and each parent and/or affiliate of the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (d) changed its name and/or Employer Identification Number (taxpayer identification number)

following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b) and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those set forth in the Agreement or this Supplemental Agreement; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff or equipment with any business entity.

The foregoing certification as to (a) through (k) shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of ten percent (10%). Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.).

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

Affiliate - An entity in which the parent of the Operator owns more than fifty percent (50%) of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent (50%) of the Operator also owns more than fifty percent (50%) of the voting stock.

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

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency any inquires concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil antitrust investigations,

the term does not include inquiries made by any civil government agency concerning the 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 Operator by whatever titles known.

Parent - An individual, partnership, a joint venture or corporation which owns more than fifty percent (50%) of the voting stock of the Operator.

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the Operator and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the Operator or if such services are provided on an alternating or interchangeable basis between the Operator and the other business(es) or not-for-profit organizations(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: Telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment shall be considered to be shared whenever the Operator shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not-for-profit organization, the Operator has entered into a formal lease for use of the equipment and exercises exclusive use of the equipment; or when the Operator owns equipment that it has formally leased to another business or-not-for-profit organization, and for the duration of such lease the Operator has relinquished all right to the use of such leased equipment.

6. By executing this Supplemental Agreement, the Operator and each person signing on behalf of the Operator certifies that: (a) the Operator has not made any offers or agreements or given or agreed to give anything of value (see definition of "anything of value" appearing in the paragraph 7 below) or taken any other action with respect to any 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 effective April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority), nor does the Operator have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or

secure this Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certification as to "(a)" and "(b)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each parent, affiliate, director and officer of the Operator, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Operator with an ownership interest in excess of ten percent (10%). Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certifications as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. In addition, the Operator is advised that knowingly providing a false certification 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.).

7. During the term of the Agreement, the Operator shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing 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 of such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, of duties on behalf of the Port Authority, whether or not such duties are related to the Agreement or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of the Agreement. As used herein "anything of value" shall include but not be limited to any gift, gratuity, money, goods, equipment, services, meals, entertainment, lodging, transportation, discounts not available to the general public, favors, loans or the cancellation thereof, preferential treatment or business opportunity. It shall also include an offer of employment or the use of confidential information described by the Code of Ethics dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority); such term shall not include compensation contemplated by the Agreement or any other Port Authority contract. The contractor shall include the provisions of this clause in each subcontract entered into under the Agreement.

8. (a) The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws or any other laws of the United States or the States of New York and New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement by the Port Authority and delivery thereof to the Assignor as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

(b) The Operator hereby further understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed original or copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or remedies of the Port Authority under the Agreement or otherwise available to it under law to recover damages, direct, indirect or consequential, including without limitation, costs and attorney's fees, or to obtain other available relief, legal or equitable, including without limitation indemnification, contribution and restitution, related to, in connection with, resulting from or arising out of any act, omission, liability or responsibility of the Operator or others with respect to any prior, existing or future environmental condition, contamination, impairment, cleanup or remediation at the Airport or any part thereof, or areas adjacent thereto, or with respect to compliance with, or failure to comply with, or violation of, applicable laws, ordinances, governmental rules, regulations, permits, licenses and orders. The Operator agrees not to raise the execution of this Supplemental Agreement (or any prior supplemental agreement to the Agreement) by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action or proceeding for such damages, relief or remedies.

9. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Operator with any liability or held liable to it under any term or condition of this Supplemental Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

10. As hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Agreement shall be and remain in full force and effect.

11. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be duly executed as of the day and year first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____ Secretary

By _____

Name _____
(Please Print Clearly)

(Title) David Kagan
Assistant Director
~~Business, Properties & Airport Development~~

(Seal)

ATTEST:

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By _____ Secretary

By _____

Name ROBERT L. ROSE
(Please Print Clearly)

(Title) President

(Corporate Seal)

Allied Aviation Svc. Co. of N.J. Inc
1/22/49

N.J. CORP

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

ALLIED AVIATION Service Company of New Jersey Inc.
1/22/49
Corporate Seal
State of New Jersey

TAMPA PIPELINE CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated 22nd December, 2006, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement.

ATTEST:

TAMPA PIPELINE CORPORATION

Alice R Nicholas
Secretary

By Robert L. Rose
(Title) President
(Corporate Seal)

Tampa Pipeline Corporation 12/10/07

ALLIED AVIATION HOLDINGS CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated 22nd December, 2006, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement.

ATTEST:

ALLIED AVIATION HOLDINGS CORPORATION

Alice R Nicholas
Secretary

By Robert L. Rose
(Title) President
(Corporate Seal)

Allied Aviation Holdings Corp. State of Florida 2/9/01

ALLIED AVIATION SERVICE COMPANY OF N J
NEWARK FUELING BUDGET
5/1/06 - 12/31/08

	5/1/06-12/31/06	1/1/07-1/31/07	1/1/08-12/31/08	TOTAL
SALARIES & WAGES				
Labor-Hourly	6 795 037	5 572 113	13 040 820	25 907 970
Labor Management	2 240 553	3 416 514	3 609 770	9 266 837
Payroll Related	3 167 543	4 974 968	5 150 765	13 293 776
Sub Total	11 703,133	17 963,595	18 801,354	48,468 083
DIRECT EXPENSES				
Utilities	9 000	33 450	35 100	77 550
Telephone	40 800	63 240	66 300	170 340
Office & Computer Supplies	96 575	132 909	139 313	368 797
Product Filters	59 040	80 232	84 096	223 368
Uniforms & Employee Related	150 560	237 764	249 276	637 600
Auto Gas	362 697	561 353	588 514	1 512 564
Repair / Maintenance M&O	101 275	151 039	158 338	410 651
Repair / Maintenance I&P	897 225	1 413 681	1 482 122	3 793 029
Property Rental	35 520	55,056	57 720	148 296
Equip Amortization / Depreciation	85 000	78,750	82 500	246 250
Misc Managers Expenses	9 600	14 880	15 600	40,080
Outside Services	224 819	342 619	359 188	926 627
Inspection Test & Fuel Analysis	98,006	151 910	159 260	409 177
Waste Removal	18 520	28 707	30 095	77 322
Tank Cleaning				
Cathodic Protection				
Sub-Total	2,188,637	3,345,590	3,507,422	9,041,649
INDIRECT EXPENSES				
Permits / Fees	6 500	6 500	6 500	19 500
Insurance				
Auto Liability	5 860	9 083	9 523	24 466
Off Airport Liability Ins	13 784	21 365	22 399	57 548
Ground Liability	259 435	389 333	397 119	1 045 887
Petroleum Stock	21 840	32 682	35 490	90 012
Facility Insurance	92 351	143 144	150,071	385 567
Equipment Floater	47 110	73 021	76 554	196 685
Environmental Insurance	94,800	142 200	142 200	379 200
ATA Audits	-	8 280	8 280	16 560
Professional Fees	4 000	6 200	6 500	16 700
EPA Costs	8 000	12 400	13 000	33 400
Labor Contingency	-			
Sub-Total	553,680	844,208	867 636	2,265,524
DIRECT AND INDIRECT COST	14,445,451	22,153,393	23,176,412	59,775,256
MARGIN	533,333	820,000	840,000	2,193,333
TOTAL COST	14,978,784	22,973,393	24,016,412	61 968,590
GALLONS (000,000)	489 5	734 6	749 3	1 973 4
COST PER GALLON	0 0306	0 0313	0 0320	0 0314

Exhibit Z:06
(Page 1)

Initialed:

KC
For the Port Authority

RKR
For the Operator

TOTAL MAINTENANCE & OPERATION COST - ALL COST CENTERS

2006 - 8 MONTHS

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
SALARIES & WAGES									
Labor Hours	668 809	710 033	878 113	677 022	713 453	882 336	760 427	1 009 843	6 295 037
Labor Management	245 649	258 967	319 619	245 649	258 967	319 619	272 284	319 619	2 240 553
Payroll Related	384 016	387 094	439 394	359 504	377 620	409 920	349 433	331 758	3 037 740
Sub Total	1 398 475	1 356,094	1 636 086	1 281 179	1 350 040	1 611,816	1 422 144	1 661,230	11 603,133
DIRECT EXPENSES									
Uniforms	3 000						3 000	3 000	9 000
Telephone	5 100	5 100	5 100	5 100	5 100	5 100	5 100	5 100	40 800
Office & Computer Supplies	18 735	19 300	18 735	8 375	7 860	7 735	8 375	7 860	91 575
Product Fairs	22 560	18 240					18 240		59 040
Uniforms & Employee Related	16 367	23 535	16 367	20 935	16 367	18 967	18 525	20 367	150 960
Auto Gas	43 199	43 510	44 401	47 330	41 402	45 567	47 723	49 495	362 627
Repair - Maintenance M&O	11 050	11 550	22 475	11 550	11 050	11 550	11 550	11 050	101 275
Repair - Maintenance I/D	101 140	135 175	101 140	121 175	101 140	115 140	121 175	101 140	897 225
Property Rental	4 440	4 440	4 440	4 440	4 440	4 440	4 440	4 440	35 520
Equipment Amortization / Depreciation			25 000	25 000	35 000				85 000
Misc. Managers Expenses	1 200	1 200	1 200	1 200	1 200	1 200	1 200	1 200	9 600
Outside Services	25 515	27 815	27 815	30 115	30 115	30 115	27 815	25 515	224 819
Inspection Test & Fuel Analysis	13 051	11 451	13 051	13 451	13 051	11 451	13 051	11 451	98 006
Waste Removal	2 315	2 315	2 315	2 315	2 315	2 315	2 315	2 315	18 520
Tank Cleaning									
Cathodic Protection									
Sub Total	267 671	302 671	281 988	288 876	269 130	253,039	282,359	242,931	2,188 637
INDIRECT EXPENSES									
Permits / Fees		6 500							6 500
Insurance									
Auto Liability	733	733	733	733	733	733	733	733	5 866
Off Airport Liability Insurance	1 723	1 723	1 723	1 723	1 723	1 723	1 723	1 723	13 784
Ground Liability	31 270	32 469	33 814	34 556	33 175	32 277	29 733	33 125	259 435
Petroleum Stock	2 730	2 730	2 730	2 730	2 730	2 730	2 730	2 730	21 840
Facility Insurance	11 544	11 544	11 544	11 544	11 544	11 544	11 544	11 544	92 352
Equipment Floater	5 889	5 889	5 889	5 889	5 889	5 889	5 889	5 887	47 110
Environmental Insurance	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	94 800
Area Audits									
Professional Fees	500	500	500	500	500	500	500	500	4 000
NIDLP Costs	1 000	1 000	1 000	1 000	1 000	1 000	1 000	1 000	8 000
Labor Contingency									
Sub Total	67 238	74 953	69 782	70 524	68 139	68 245	65 701	67 893	553 660
DIRECT AND INDIRECT COST	1 633 385	1 733 722	1 967 856	1 646 579	1,687 309	1 933,110	1 770 204	2 071 396	16 435 951
MARGIN	66 667	66 667	66 667	66,667	66 667	66 667	66,667	66,667	533,333
TOTAL COST	1 700 051	1 800 389	2 034 523	1 713 246	1 753 975	1 999 803	1 836 871	2 138 062	16 969 284
GALLONS (000 000)	59 0	61 3	63 8	65 3	60 7	70 9	56 5	67 5	389 5
COST PER GALLON	0 0288	0 0295	0 0345	0 0290	0 0297	0 0339	0 0311	0 0362	0 0436

Exhibit Z:06
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Initialed:

For the Port Authority

For the Operator

TOTAL MAINTENANCE & OPERATION COST - ALL COST CENTERS

2007

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
SALARIES & WAGES													
Labor Hourly	763 073	523 459	683 698	854 286	696 205	738 763	913 725	699 489	910 600	743 620	721 600	1 046 798	[illegible]
Labor Management	272 284	298 967	257 328	314 710	254 153	267 937	330 775	254 153	330 775	267 937	281 721	330 775	3 476 [illegible]
Payroll Related	[illegible]	[illegible]	411 350	448 744	[illegible]	397 582	679 991	379 353	424 103	385 190	301 [illegible]	445 [illegible]	[illegible]
Sub Total	1 [illegible]	1 [illegible]	1 [illegible]	1,618,740	1 344 703	1,404 282	1,674,491	1,332,995	1,671 483	1,396,547	1,475,126	1,822 784	[illegible]
DIRECT EXPENSES													
Utilities	6 000	[illegible]	6 000	6 000	3 150						3 150	3 150	33 450
Telephone	2 100	5 [illegible]	5 100	5 100	5 355	5 355	5 355	5 355	5 355	5 355	5 355	5 355	52 [illegible]
Office & Computer Supplies	7 735	7 735	8 300	7 735	19 672	20 265	19 672	8 584	8 253	8 123	8 584	8 253	132 [illegible]
Printing Fees			18 240		22 688	19 152					19 152		80 232
Uniforms & Employee Related	18 367	20 367	22 575	18 367	17 185	23 704	17 185	22 024	17 185	19 915	19 504	21 185	237 [illegible]
Auto Gas	49 841	44 969	45 802	39 819	45 359	45 685	46 621	49 697	43 567	47 824	50 109	51 [illegible]	561 [illegible]
Repair / Maintenance M&O	11 050	11 050	11 550	11 050	11 603	12 178	23 546	12 123	11 603	11 603	12 123	11 [illegible]	151 019
Repair - Maintenance HP	134 140	101 140	121 175	115 140	106 197	143 934	106 197	127 234	106 197	120 897	127 234	106 197	[illegible]
Property Rental	4 440	4 440	4 440	4 440	4 667	4 662	4 667	4 662	4 667	4 662	4 667	4 662	[illegible]
Equipment Amortization / Depreciation							76 250	76 250	76 250				78 [illegible]
Misc. Managers Expenses	1 200	1 200	1 200	1 200	1 260	1 260	1 260	1 260	1 260	1 260	1 260	1 260	[illegible]
Outside Services	25 535	27 015	27 015	27 015	26 791	29 206	29 206	31 621	31 621	31 621	29 206	26 791	342 [illegible]
Inspection Test & Fuel Analysis	13 051	11 451	13 051	11 451	13 703	12 023	13 703	12 023	13 703	12 023	13 703	12 023	151 [illegible]
Waste Removal	2 315	2 315	2 315	2 315	2 431	2 431	2 431	2 431	2 431	2 431	2 431	2 431	28 708
Tank Cleaning													
Cathodic Protection													
Sub Total	278 754	242,782	286,853	269,632	281,055	317,804	296,888	303 266	272,086	285,713	296 [illegible]	254 080	3 315 591
INDIRECT EXPENSES													
Permits / Fees						6 500							6 500
Insurance													
Auto Liability	733	733	733	733	769	769	769	769	769	769	769	769	9 093
Off Airport Liability Insurance	1 723	1 723	1 723	1 723	1 809	1 809	1 809	1 809	1 809	1 809	1 809	1 809	[illegible]
General Liability	33 641	28 408	32 860	31 800	31 895	33 139	34 490	35 747	32 814	32 923	30 328	33 788	[illegible]
Premium Stock	2 730	2 730	2 730	1 560	2 867	2 867	2 867	2 867	2 867	2 867	2 867	2 867	[illegible]
Facility Insurance	11 544	11 544	11 544	11 544	12 121	12 121	12 121	12 121	12 121	12 121	12 121	12 121	143 [illegible]
Equipment Floater	5 889	5 889	5 889	5 889	6 183	6 183	6 183	6 183	6 183	6 183	6 183	6 183	[illegible]
Environmental Insurance	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	14, [illegible]
ATA Audits	8 280												8 [illegible]
Professional Fees	500	500	500	500	525	525	525	525	525	525	525	525	6 [illegible]
M&E Costs	1 000	1 000	1 000	1 000	1 050	1 050	1 050	1 050	1 050	1 050	1 050	1 050	12 [illegible]
Labor Contingency													
Sub Total	75,889	64,316	68,828	66,594	69,069	76,813	71,863	72,021	69 989	70 097	67 502	70 962	844 209
DIRECT AND INDIRECT COST	1,825,446	1 761 319	1 703 056	1 914 969	1,692,831	1,798,899	2,042,744	1 708,444	2 013 558	1 722 356	1 839,101	2 148 828	[illegible]
MARGIN	68 333	68 333	68 333	68,333	68 333	68,333	68,333	68 333	68,333	68 333	68 333	68 333	820 000
TOTAL COST	1,893 780	1,779,353	1,771,389	2,003 303	1,761,165	1,867,233	2 110,576	1,777,013	2,081 891	1,800,689	1 907,438	2,217 161	[illegible]
GALLONS (000,000)	[illegible]	53 6	57 0	60 0	60 2	62 5	[illegible]	[illegible]	61 9	62 1	[illegible]	[illegible]	[illegible]
COST PER GALLON	0 0317	0 0332	0 0285	0 0333	0 0293	0 0298	0 0314	0 0263	0 0336	0 0290	0 0317	0 0358	[illegible]

Exhibit Z:06
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Initialed:

For the Port Authority

TOTAL MAINTENANCE & OPERATION COST - ALL COST CENTERS

2008

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
SALARIES & WAGES													
Labor Hours	794 297	753 348	889 505	713 445	734 100	965 102	770 337	920 987	761 180	782 981	1 019 110	910 753	10 069 529
Labor Management	356 721	267 937	325 622	261 066	267 937	342 231	277 198	327 965	277 198	277 198	356 496	277 198	3 609 270
Payroll Related	460 518	414 849	465 290	421 460	408 437	452 631	406 137	421 332	421 411	398 816	450 129	419 040	5 179 065
Sub Total	1,611,535	1,436,134	1,680,416	1,396,971	1,409,475	1,760,964	1,453,533	1,669,179	1,460,388	1,458,994	1,875,735	1,607,031	18,857,864
DIRECT EXPENSES													
Utilities	6 300	6 300	6 300	6 300	3 300						3 300	3 300	35 300
Telephone	5 355	5 355	5 355	5 355	5 610	5 610	5 610	5 610	5 610	5 610	5 610	5 610	66 300
Office & Computer Supplies	8 122	8 122	8 715	8 122	20 609	21 230	20 609	8 993	8 649	8 509	8 993	8 649	139 311
Product Fees			19 152		24 816	20 064					20 064		84 096
Uniforms & Employee Related	19 285	21 385	23 704	19 285	18 004	24 833	18 004	23 073	18 004	20 864	20 433	22 404	249 276
Auto Gas	52 533	47 218	48 197	41 810	47 519	47 861	48 841	57 063	45 641	50 101	52 495	54 445	588 514
Repair / Maintenance M&O	17 603	11 603	12 128	11 603	17 155	12 705	24 668	12 705	12 155	12 155	12 705	12 155	158 338
Repair / Maintenance HP	140 841	106 197	127 234	120 891	111 254	148 693	111 254	133 293	111 254	125 654	133 293	111 254	1 482 122
Property Rental	4 667	4 667	4 667	4 667	4 884	4 884	4 884	4 884	4 884	4 884	4 884	4 884	57 720
Equipment Amortization / Depreciation							27 500	27 500	27 500				82 500
Misc. Managers Expenses	1 260	1 260	1 260	1 260	1 320	1 320	1 320	1 320	1 320	1 320	1 320	1 320	15 600
Outside Services	26 791	28 366	28 366	28 366	28 066	30 596	30 596	33 126	33 126	33 126	30 596	28 066	353 188
Inspection Test & Fuel Analysis	13 703	12 023	13 703	12 023	14 356	12 596	14 356	12 596	14 356	12 596	14 356	12 596	159 260
Waste Removal	2 431	2 431	2 431	2 431	2 547	2 547	2 547	2 547	2 547	2 547	2 547	2 547	30 095
Tank Cleaning													
Cathode Injection													
Sub Total	293 691	254 921	301,196	262 113	293 619	332 938	310 287	319 109	285 063	278,166	336 595	267 176	3,915,423
INDIRECT EXPENSES													
Permits / Fees						6 500							6 500
Insurance													
Auto Liability	769	769	769	769	806	806	806	806	806	806	806	806	9 573
Off Airport Liability Insurance	1 809	1 809	1 809	1 809	1 895	1 895	1 895	1 895	1 895	1 895	1 895	1 895	22 395
Inland Liability	32 274	28 976	33 517	37 436	32 533	31 802	35 180	35 952	33 471	33 581	30 934	34 411	392 116
Premium Stock	2 867	2 867	2 867	2 867	3 003	3 003	3 003	3 003	3 003	3 003	3 003	3 003	35 490
Facility Insurance	12 121	12 121	12 121	12 121	12 698	12 698	12 698	12 698	12 698	12 698	12 698	12 698	150 071
Equipment Floater	6 183	6 183	6 183	6 183	6 478	6 478	6 478	6 478	6 478	6 478	6 478	6 478	76 554
Environmental Insurance	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	11 850	142 206
ATA Audit	8 280												8 280
Professional Fees	525	525	525	525	550	550	550	550	550	550	550	550	6 500
NJDEP Costs	1 050	1 050	1 050	1 050	1 101	1 100	1 100	1 100	1 100	1 100	1 100	1 100	13 [illegible]
Labor Contingency													
Sub Total	77 739	66,159	70,691	69,610	70,933	78,682	73,560	74,332	71,850	71,960	69,373	72,941	862,616
DIRECT AND INDIRECT COST	1,981,955	1,757,205	2,052,303	1,727,694	1,770,827	2,172,583	1,836,679	2,072,321	1,817,782	1,809,311	2,285,655	1,947,148	23,635,903
MARGIN	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	840,000
TOTAL COST	2,051,955	1,827,205	2,122,303	1,797,694	1,840,827	2,242,583	1,906,679	2,142,321	1,887,782	1,879,311	2,355,655	2,017,148	24,475,903
GALLONS (000,000)	269	217	312	212	214	258	264	278	253	232	284	250	2,929
COST PER GALLON	0.0137	0.0122	0.0135	0.0211	0.0200	0.0151	0.0219	0.0116	0.0149	0.0196	0.0190	0.0210	[illegible]

Exhibit Z:06
(Page 4)

Initialed:

KL
For the Port Authority

(Port Authority Acknowledgment)

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

On the 9 day of May in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared David Kagan.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Peggy M. Spinelli
(notarial seal and stamp)

PEGGY M SPINELLI
Notary Public State of New York
No 01SP5057870
Qualified in New York County
Commission Expires April 30, 2009

(Corporate Acknowledgment – Allied Aviation Service Company of New York)

STATE OF Florida)
)ss.:
COUNTY OF Sarasota)

On the 22nd day of Dec in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L Rose

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.

MARTICA C. HERNANDEZ
Notary Public - State of Florida
My Commission Expires Aug 29, 2010
Commission # DD 589994
Bonded By National Notary Assn.

(notarial seal and stamp)

(Corporate Acknowledgment - Tampa Pipeline Corporation)

STATE OF Florida)
)ss.
COUNTY OF Sarasota)

On the 22nd day of Dec. in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L Rose 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.

MARTICA C. HERNANDEZ
Notary Public - State of Florida
My Commission Expires Aug 29, 2010
Commission # DD 589994
Bonded By National Notary Assn.

(notarial seal and stamp)

(Corporate Acknowledgment - Allied Aviation Holdings Corporation)

STATE OF Florida)
)ss.:
COUNTY OF Sarasota)

On the 22nd day of Dec in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L Rose 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

MARTICA C. HERNANDEZ
Notary Public - State of Florida
My Commission Expires Aug 29, 2010
Commission # DD 589994
Bonded By National Notary Assn.

(notarial seal and stamp)

THIS SUPPLEMENT TO LEASE SHALL NOT BE BINDING ON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE OPERATOR BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Port Authority Agreement No. AN-652
Newark Liberty International Airport
Supplement No. 22

SUPPLEMENTAL AGREEMENT NO. 22

THIS AGREEMENT, made as of the 31st day of December, 2008 (hereinafter referred to as the "Supplemental Agreement") by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as the "Port Authority") and **ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.** (formerly named Ogden Aviation Service Company of New Jersey, Inc., formerly and previously named Allied Aviation Service Company of New Jersey, Inc. and hereinafter referred to as the "Operator") a corporation organized and existing under the laws of the State of New Jersey,

WITNESSETH, that:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973, the offer for which was submitted by the Operator under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973 (all of the foregoing, together with the supplemental agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985, May 1, 1988, October 31, 1988, May 1, 1991, October 31, 1991, April 30, 1994, July 1, 1996, May 1, 1997, November 1, 1999, March 1, 2002 and April 30, 2003 being hereinafter collectively called the "Agreement"), the Operator agreed, among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark Liberty International Airport (hereinafter called the "Airport"); and

WHEREAS, the Port Authority and the Operator desire to extend the effective period of the Agreement and to amend the Agreement in certain respects, as hereinafter provided:

NOW, THEREFORE, the Port Authority and the Operator hereby agree, effective as of January 1, 2009, as follows:

1. The effective period of the Agreement is hereby extended to and including December 31, 2011, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement, as heretofore amended, is hereby further amended to read as follows:

"(3) Four percent (4%) of the sum of items (1) and (2) above, up to a total of $250,000 for the period from January 1, 2009 through December 31,

2011, but in no event to exceed a total of $100,000 in any fiscal contract year during said period; and"

3. Article XII of the Agreement, as previously amended, is hereby further amended to read as follows:

"Article XII. Method of Payments to the Operator

"(A) Projected Costs: For purposes of this Agreement, the Operator has submitted to the Port Authority projections of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder; such projections for each fiscal contract year, or portion thereof, during the period January 1, 2009 through December 31, 2011 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit Z:09' and are hereinafter called the 'Projected Costs'; provided, however, that payments of Projected Costs and monthly Projected Costs under Paragraph (C) hereof shall not include the amount, if any, set forth in Exhibit Z:09 (or any other amount for 'Labor Contingency'. Such projections for each month of the prorated fiscal contract year commencing January 1, 2009 and ending December 31, 2011 are also shown on Exhibit Z:09 (page 2) and said monthly breakdown of the Projected Costs are herein called the 'monthly Projected Costs'). It is expressly understood and agreed that the Projected Costs set forth in said Exhibit Z:09 for the fiscal contract year commencing January 1, 2009 and ending December 31, 2010 (herein referred to as the '2009 contract year') and for the fiscal contract year commencing January 1, 2010 and ending December 31, 2010 (herein referred to as the '2010 contract year') and and for the fiscal contract year commencing January 1, 2011 and ending December 31, 2011 (herein referred to as the '2011 contract year') shall be subject to further review and adjustment by the Port Authority as follows:

"(1) Annual Review and Adjustment: With respect to the 2009 contract year, the Operator, on or before February 28, 2009 shall advise the Port Authority by written notice signed by the President of a Vice President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:09 for the 2009 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of the specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year, its being understood that there shall be no increase in the Operator's fixed annual management fee, denominated as 'Management Fee' as set forth on Exhibit Z:09 for said 2009 contract year. With respect to the 2010 contract year, the Operator, on or before January 31, 2010, shall advise the Port Authority by written notice signed by the President or a Vice President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:09 for the 2010 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year, it being understood that there shall be no increase in the Operator's fixed management fee, denominated as 'Management Fee' as set forth in Exhibit Z:09 for said 2010 contract year. With respect to the 2011 contract year, the Operator, on or before

January 31, 2011, shall advise the Port Authority by written notice signed by the President or a Vice President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:09 for the 2011 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year, it being understood that there shall be no increase in the Operator's fixed management fee, denominated as 'Management Fee' as set forth in Exhibit Z:09 for said 2011 contract year In the event the Operator desires to revise the Projected Costs for the 2009 contract year, the 2010 contract year, or the 2011 contract year, as the case may be, it shall submit with the said notice its proposed projections of costs for the 2009 contract year, the 2010 contract year, or the 2011 contract year, as the case may be, in the same form as Exhibit Z:09 and with the exact same types of specified costs but with the desired revised amounts. The Operator shall also include with each of the aforesaid notices a monthly breakdown of the Projected Costs for the respective fiscal contract year in the same form as Exhibit Z:09 (page 2) showing both the breakdown of said Projected Costs as the same are set forth in Exhibit Z:09 (page 1) and also based on the proposed revisions (revised amounts only) thereto.

"After its receipt of the Operator's notice, the Port Authority shall review the proposed costs for the 2009 contract year, the 2010 contract yearor the 2011 contract year, as the case may be, whether based on those set forth in Exhibit Z:09 or on proposed revisions submitted with the Operator's notice. In the said review of said projected costs, the Port Authority and the Operator agree to consult with each other in good faith, and, if appropriate, to meet to discuss possible adjustments to said proposed projected costs. The Operator shall have the right to present to the Port Authority all appropriate materials in support of the Operator's proposed revisions, the Port Authority agreeing to give a full and fair review to all such revisions and supporting materials provided the same are timely submitted during the period for Port Authority review as described herein.

"No later than sixty (60) days after its receipt from the Operator of the aforesaid notice and after the Port Authority's aforesaid review has been completed, the Port Authority shall advise the Operator of the Port Authority's election,

"(i) To continue with the Projected Costs for the 2009 contract year, the 2008 contract year, or the 2011, as the case may be, as the same are set forth in Exhibit Z:09; or

"(ii) To accept the proposed revisions as submitted by the Operator with its aforesaid notice; or

"(iii) To adjust the proposed revisions as submitted by the Operator with its aforesaid Notice; or

"(iv) To adjust the Projected Costs as the same are set forth in Exhibit Z:09 for the said contract year (whether or not the Operator

has submitted proposed revisions to said Projected Costs with its aforesaid notice).

"In the event the Port Authority elects to continue with the Projected Costs for the 2009 contract year as the same are set forth in Exhibit Z:09, Exhibit Z:09 shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:09 (page 2), and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2009 contract year. In the event the Port Authority elects to continue with the Projected Costs for the 2010 contract year as the same are set forth in Exhibit Z:09, Exhibit Z:09 shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:09 (page 3), and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2010 contract year. In the event the Port Authority elects to continue with the Projected Costs for the 2011 contract year as the same are set forth in Exhibit Z:09, Exhibit Z:09 shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:09 (page 4), and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2011 contract year

"With respect to the 2009 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:09A containing the new amounts for the 2009 contract year and which from and after January 1, 2009 shall be deemed to be substituted in lieu of Exhibit Z:09 attached hereto, but solely with respect to said contract year. With respect to the 2010 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:10 containing the new amounts for the 2010 contract year and which from and after January 1, 2010 shall be deemed to be substituted in lieu of Exhibit Z:09 attached hereto, but solely with respect to said contract year. With respect to the 2011 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:11 containing the new amounts for the 2011 contract year and which from and after January 1, 2011 shall be deemed to be substituted in lieu of Exhibit Z:11 attached hereto, but solely with respect to said contract year.

"It is understood and agreed that any revision to the Projected Costs as above provided shall not increase the amount of the Operator's annual fixed fee (as defined in Paragraph (E) below).

"(2) It is understood and agreed that the Port Authority and the Operator in the above-provided review and adjustment procedure for determining the Projected Costs for the 2009, 2010 and 2011 contract years shall consider the forecasts of estimated activities of the users of the system for each of the aforesaid contract years.

"(3) The term 'Projected Costs' as used in this Agreement shall be deemed to include the monthly Projected Costs with respect to the applicable fiscal contract year. With respect to the 2009 contract year, the 2010 contract year, and the 2011 contract year, in the event the Port Authority elects items (ii), (iii) or (iv) of subparagraph (1) above, the terms 'Projected Costs' and 'monthly Projected Costs' as used in this Agreement shall mean the projection of specified costs as shall be set forth in the revised and relabeled Exhibit Z:09 attached to the Port Authority's notice for the respective contract year as described above.

"(4) Copies of the notices described in subparagraph (1) above may also be sent by the Port Authority to each of the Airline Lessees (as such term is defined in Article XXI hereof).

"(B) (1) It is understood and agreed that there shall be deemed included in the Projected Costs and in the Actual Costs, as hereinafter defined, and in the payments to the Operator under Paragraph (C) (3) of this Article XII the following:

"(i) The Operator's costs with respect to the fuel expenses mentioned in paragraph (f) of Article III;

"(ii) The Operator's costs with respect to the other equipment mentioned in paragraph (1) of Article IX amortized over an appropriate period;

"(iii) The Operator's costs with respect to repair and maintenance of the Building as described in paragraph (e) of Article VIII;

"(iv) Interest at the rate of four percent (4%) per annum with respect to the interim monthly amortization amount as set forth in Article VIII, it being recognized that said four percent (4%) interest is in excess of the six percent (6%) rate specified in Article VIII;

"(v) The Operator's costs of insurance with respect to the insurance requirements described in paragraph (g) of Article VIII, in paragraph (h) or Article IX, in paragraphs (b), (c) and (d) of Article XIII and in paragraph (g) of Article IX-A;

"(vi) The Operator's costs with respect to its obligations and services pursuant to Article XV;

"(vii) The Operator's costs with respect to all parts, equipment, materials, tools and supplies for the hydrant carts and the Operator's costs with respect to the fuel expenses for said hydrant carts, as mentioned in paragraph (a) of Article III of the Agreement, as amended, it being understood, however, that the inclusion of the said Operator's costs in the Projected Costs and in the Actual Costs and in the payments to the Operator based on the same shall have effect from January 1, 2009 and shall be of prospective effect solely, and, further, that neither the said inclusion, not anything contained in the Agreement, as amended, shall or shall be deemed to alter, modify, change, waive or prejudice in any way the rights of the Port Authority under the Agreement to disallow the inclusion of any of the said Operator's costs in the Projected Costs or the Actual Costs for any period prior to January 1, 2009; and

"(viii) The Operator's costs with respect to the operation, maintenance and repair of the Supplemental Service Fleet or any fueling truck forming a part thereof, of any nature whatsoever, including insurance, pursuant to Article IX-A hereof.

"(2) It is specifically understood and agreed that the Projected Costs and the Actual Costs, as hereinafter defined, do not inclued and shall not be deemed to include any costs with respect to any of the following:

"(i) The reimbursable items as defined in paragraph (a) of Article III;

"(ii) The reimbursable utilities as defined in paragraph (a) of Article III;

"(iii) The reimbursable services as defined in paragraph (c) of Article III;

"(iv) The reimbursable maintenance cost as defined in paragraph (d) of Article III;

"(v) The interim monthly amortization amounts as defined in paragraph (f) of Article VIII;

"(vi) The specialized equipment as defined in paragraph (k) of Article IX;

"(vii) Any of the obligations imposed on the Operator pursuant to paragraph (h) of Article III, Article VII, paragraphs (c), (h) and (k) of Article VIII and Article XXI;

"(viii) The obligations of the Operator under Article XXXIII of this Agreement.

"The monthly payments of Projected Costs and Actual Costs, as hereinafter defined, to be made by the Port Authority under Paragraph (C) (3) of this Article XII shall not include any of the foregoing items. Projected Costs and Actual Costs, as hereinafter defined, shall not include and shall not be deemed to include any other obligations of the Operator which are to be solely and fully borne by the Operator, including without limitation the obligations of the Operator under paragraph (a) of Article XIII hereof. The foregoing shall not be construed to limit, impair or preclude any right or remedy of the Port Authority hereunder or otherwise.

"(3) It is expressly understood and agreed that the Projected Costs and Actual Costs, as hereinafter defined, upon which the Port Authority's payments under this Paragraph (C) hereof are based, are and shall be limited to those types of specified costs set forth in Exhibit Z:09 attached hereto and that no payments of Projected Costs and Actual Costs shall be made to the Operator by the Port Authority for any type or types of costs other than those set forth in Exhibit Z:09 as herein provided.

"(C) (1) Monthly statements: Not later than the fifteenth (15th) day of February, 2009 and not later than the fifteenth (15th) day of each and every month thereafter during the effective period of this Agreement, including the month following the expiration or earlier termination thereof; the Operator shall certify to the Port Authority by means of a sworn statement of a responsible fiscal officer of the Operator the following (in each case with all sufficient details, itemization, identification of the users of the system and corresponding gallonage):

"(a) The number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users other than Fixed Based Operator(s) during the preceding calendar month;

"(b) The number of gallons of aviation fuel delivered by the Operator into the fuel trucks of each Fixed Base Operator during the preceding calendar month;

"(c) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each Fuel Storage Permittee during the preceding calendar month;

"(d) The number of gallons of aviation fuel received from each Fuel Storage Permittee which is not an Aviation Fuel Supplier during the preceding calendar month;

"(e) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Airline Customer of each Aviation Fuel Supplier during the preceding calendar month,

"(f) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Fuel Storage Permittee during the preceding calendar month:

"(g) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each of its customers who are general aviation aircraft operators during the preceding calendar month;

"(h) The total number of gallons of aviation fuel received by the Operator into the fuel storage facilities of the System during the preceding calendar month.

"The statement covering item (b) shall also be delivered to the Fixed Base Operator; the statements covering items (c) and (d) shall also be delivered to each Fuel Storage Permittee, and when such Permittee is a Supplier, the statement shall individually list each Fuel Storage Permittee and each Airline Customer for which the receipt and/or delivery of the aviation fuel has been made; the statement covering item (e) shall also be supplied to each Airline Customer as to deliveries to its aircraft; the statements covering item (f) shall also be delivered to each Fuel Storage Permittee.

"Each of the monthly statements of the Operator to be submitted to the Port Authority as described in this Paragraph (C) are herein sometimes referred to as the 'Operator's monthly statement.'

"(2) Monthly statements: Actual Costs/Monthly Comparison to Projected Costs: The Operator's monthly statements to be submitted by the Operator to the Port Authority hereunder shall also include a statement certified and sworn to by a responsible fiscal officer of the Operator setting forth the amounts of all of the actual costs of the types specified in the Operator's Projected Costs as shown in Exhibit Z:09 actually incurred by the Operator during the immediately preceding calendar month in the performance of the operations and services to be performed by the Operator hereunder (the 'Actual Costs').

"Each of the said Operator's monthly statements shall also list individually the Actual Costs with respect to the items named in Exhibit Z:09 and shall indicate any variance between the Actual Costs and the Projected Costs for the said immediately preceding calendar month.

"Each of the said Operator's monthly statements shall also set forth the monthly Projected Costs for the month in which the statement is submitted (hereinafter referred to as the 'monthly Projected Costs for the current month') based on the said Exhibit Z:09 and, in the event said Exhibit is revised for the 2009, 2010, or 2011 contract years in accordance with the provisions of Paragraph (A) above, based on the revised version or versions of the Exhibit Z:09.

"The portion of each of the Operator's monthly statement which sets forth the variance between individual Actual Costs and individual Projected Costs, as described, shall also be sent by the Operator to each of the Airline Lessees.

"(3) Monthly payments: The Port Authority, no later than ten (10) days immediately following its receipt of the Operator's monthly

statement for the immediately preceding calendar month, shall pay to the Operator:

"(i) The monthly Projected Costs for the current month;

"(ii) The current month's installment of the Operator's annual fixed fee, as hereinafter defined in Paragraph (E) below;

"(iii) Subject to and without limiting the provisions of paragraph (G) of this Article XII and the provisions of Article XXVIII hereof, it is understood and agreed that in the event the Operator's Actual Costs for the calendar month immediately preceding the current month exceed the monthly Projected Costs for the said immediately preceding calendar month, as certified in the Operator's monthly statement for the current month, the Port Authority's payment hereunder shall include an additional adjustment amount equal to the amount constituting the difference between said Actual Costs for the said month and said monthly Projected Costs; and that in the event the Actual Costs for the calendar month immediately preceding the current month were less than the monthly Projected Costs for said immediately preceding month, the Port Authority shall credit against its payment obligations hereunder the full amount of said difference, with the said credit or credits for each such month to continue until the same are exhausted.

"It is specifically understood and agreed that the amount, if any, set forth in Exhibit Z:09 (or any other amount) for 'Labor Contingency' shall not be included in Port Authority payments of Projected Costs and such amount is to be payable by the Port Authority only if and to the extent actually expended by the Operator and includible in Actual Costs hereunder.

"(D) The Operator agrees:

"(1) To maintain, in accordance with accounting practices acceptable to the Port Authority, records and books of account recording all of its transactions hereunder, which records and books of account shall be kept at all times within the Port of New York District during the effective period of this Agreement and for seven (7) years after the expiration or earlier revocation or termination thereof (and if material to litigation initiated within that time said records and books of account shall be preserved until the final determination of the controversy), and which records and books of account shall show (i) the basis and all supporting documents for each and every statement required to be furnished hereunder by the Operator; (ii) the costs of the Operator of conducting all of its operations hereunder, the revenues of whatever kind or nature from such operations, the method of amortizing and depreciating costs of whatever kind or nature and the resulting profit (or loss) to the Operator from the operations hereunder; (iii) all of the actual costs; (iv) the basis and all supporting documents for each and every statement and certification submitted by the Operator under the Costs Savings Incentive Program as described in Paragraph (F) below; (v) such other information as the Port Authority may from time to time request; and (vi) date and nature of each item of service, repair and maintenance provided by the Operator with respect to the System, including without limitation the hydrant

carts, and the fuel trucks comprising the Service Fleet pursuant to Article IX of this Agreement, and the fueling trucks supplied by the Port Authority pursuant to Article IX-A of this Agreement, and the Building pursuant to Article VIII hereof;

"(2) To permit during ordinary business hours the examination and audit by the officers, employees and representatives of the Port Authority of the aforesaid records and books of account required to be maintained by the Operator;

"(3) To permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Operator, including without limitation thereto any metering or measuring devices;

"(4) To install and use such measuring and metering devices, invoicing machines and other equipment or devices for recording quantities received and quantities delivered as may be appropriate to the business of the Operator and necessary or desirable to keep accurate records;

"(5) To furnish to the Port Authority at such time as the Port Authority may from time to time and at any time request a sworn statement of a responsible fiscal officer of the Operator setting forth in such detail as requested by the Port Authority and covering the twelve (12) month period immediately preceding the date of the request the information required to be shown under subparagraph (1) of this Paragraph (D) of this Article XII; and

"(6) To permit a semi-annual review by the Port Authority and representatives of the Airline Fuel Committee (as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof) of the Operator's Projected Costs and Actual Costs (without limiting any other term or provision of this Agreement).

"(E) The Operator's annual fixed fee: for each of the three fiscal contract years, or portion thereof, during the period commencing January 1, 2009 and expiring December 31, 2011, the Operator's annual management fee (the 'Operator's annual fixed fee') shall be in the following amounts:

"(1) For the 2009 contract year, the Operator's annual fixed fee shall be in the amount of Eight Hundred Sixty Thousand Dollars and No Cents ($860,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:09 attached hereto.)

"(2) For the 2010 contract year, the Operator's annual fixed fee shall be in the amount of Eight Hundred Eighty Thousand Dollars and No Cents ($880,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:09 attached hereto.)

"(3) For the 2011 contract year, the Operator's annual fixed fee shall be in the amount of Nine Hundred Thousand Dollars and No Cents ($900,000.00), payable to the Operator in monthly installments at the times set

forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z.09 attached hereto.)

"(F) 'Costs Savings Incentive Program'

"(1) (a) It is intended that the Operator will, during the period January 1, 2009 through December 31, 2011 of the term of this Agreement, use its best efforts to develop costs savings ideas for the achievement of the reduction in Actual Costs (as defined in Paragraph (C) (2) above) of items of costs set forth in Exhibit Z.09 and that the Operator shall do so without limiting, diminishing, compromising or impairing its operations, services, standards and duties, responsibilities and obligations under this Agreement or the integrity, reliability or safety of the System ('Costs Savings Idea'). On or before February 28, 2009 and within sixty (60) days after the end of the 2010 contract year and at the same time that the Operator submits the statement required under Paragraph (H) hereof, the Operator shall submit to the Port Authority the Operator's written proposal for the adoption of the Operator's Costs Savings Idea, which writing shall be signed by a responsible fiscal officer of the Operator, and is herein referred to as the 'Operator's Costs Savings Certification'. The Operator shall set forth in the Operator's Costs Savings Certification the full description of each such Costs Savings Idea and the Operator's certification and request to the Port Authority for its consideration as to the eligibility of such Costs Savings Idea for a Costs Savings Incentive Payment. Port Authority consideration of each such Costs Savings Idea will be made, in consultation with the Airline Fuel Commince (as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof). The Operator's Costs Savings Certification shall include and be accompanied by such documentation as is necessary to demonstrate to the satisfaction of the Port Authority, in consultation with said Airline Fuel Committee, that such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator, that said such Costs Savings Idea was directly and solely the cause of a reduction in an item or items of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year. The Operator's Costs Savings Certification shall clearly set forth the amount and calculation of said costs savings reduction. Further, the Operator's Costs Savings Certification shall also include the Operator's certification that each such Costs Savings Idea is and shall be in compliance with the terms and provisions of this Agreement and in compliance with all applicable laws, ordinances, governmental rules, regulations, permits, licenses and orders; and that each such Costs Savings Idea will be incorporated into and reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year. Further, the Operator's Costs Savings Certification shall also include the Operator's certification that all of the criteria set forth in subparagraph (b) below have been satisfied.

"(b) After its receipt of the Operator's Costs Savings Certification, the Port Authority, in consultation with the Airline Fuel Committee, will determine the eligibility of the same for Costs Savings Incentive Payment and the amount thereof, it being understood and agreed that said

determination of the Port Authority shall be controlling and final. Eligibility of a Costs Savings Idea included in the Operator's Costs Savings Certification for Costs Savings Incentive Payment and the amount thereof will be determined using the following general criteria, the achievement of the reduction in total Actual Costs of items set forth in Exhibit Z:09 without limiting, compromising or impairing the Operator's operations, services, standards and duties and obligations under this Agreement or the integrity, reliability or safety of the System; whether such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator; whether such Costs Savings Idea was directly and solely the cause of a reduction in an item or items of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year; computability and verification, by documentation and otherwise, of the amount of said costs savings reduction; whether each such Costs Savings Idea will be incorporated into and will reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year; and whether said costs savings reduction amount is based on items of costs actually incurred by the Operator for the preceding contract year. 'Costs Savings Amount' shall mean the amount, if any, determined by the Port Authority, as aforesaid, as eligible for a Costs Savings Incentive Payment in accordance with the terms hereof.

"Anything to the contrary notwithstanding, a Costs Savings Idea shall not be implemented or submitted by the Operator or be eligible for consideration for a Costs Savings Incentive Payment if the same would be violative of any of the terms and provisions of this Agreement or violative of or not in compliance with any applicable law, ordinance, governmental rule, regulation, permit, license or order, or of any Port Authority rule, regulation or policy.

"(c) 'Costs Savings Incentive Payment' shall mean an amount equal to the product obtained from the following calculation:

(Costs Savings Amount - $25,000.00) x 50% = Costs Savings Incentive Payment; provided, however, that where such calculation produces a negative amount, the Costs Savings Incentive Payment shall equal zero and no such Payment shall be made.

"It is specifically understood and agreed that the amount, if any, set forth in Exhibit Z:09 (or any other amount) for 'Labor Contingency' shall not form the basis for, or be included in, any Costs Savings Amount of Costs Savings Incentive Payment.

"(2) (a) In the event, and solely in the event, that the Port Authority determines that a Costs Savings Idea is eligible for a Costs Savings Incentive Payment in accordance with the foregoing provisions hereof, and subject to the additional conditions described in subparagraphs (b) and (c) below, the amount of the Costs Savings Incentive Payment shall be paid to the Operator not later than sixty (60) days following such determination provided, however, that the foregoing or any Costs Savings Payment to be made shall not affect,

reduce or diminish any amount to be credited to the Port Authority pursuant to the provisions of subparagraph (iii) of Paragraph (C) (3) above and the Port Authority shall have the right to apply such credits against any such Payment.

"(b) Any Costs Savings Incentive Payment made by the Port Authority hereunder shall be subject to all rights of audit and inspection by the Port Authority as provided in this Agreement, including without limitation under Paragraph (D) of this Article XII and under Article XXVIII hereof, and it is further understood that at the election of the Port Authority, no payment will be made if the Port Authority's inspection or audit does not substantiate the contents of any Operator's Costs Savings Certification and until such matters have been resolved to the satisfaction of the Port Authority, but the Port Authority shall have no obligation to conduct any such inspection or audit at such time.

"(c) Each Costs Savings Idea determined by the Port Authority to be eligible for a Costs Savings Incentive Payment shall be incorporated by the Operator into its proposed revisions to Projected Costs under the provisions of Paragraph (A) (1) above for the fiscal contract year in which such payment was made and for each succeeding fiscal contract year, and into the Projected Costs and the Actual Costs for each of the said fiscal contract year provide that the foregoing shall not limit or restrict the rights of the Port Authority under said Paragraph (A) (1) or under any other term or provision hereof. Without limiting any other rights of remedies of the Port Authority, in the event that a Costs Savings Idea upon which a Costs Savings Incentive Payment was made is not incorporated by the Operator in the Projected Costs and the Actual Costs for each of the aforesaid fiscal contract years, or in the event that such Costs Savings Idea does not reduce the Projected Costs and the Actual Costs for each of the said fiscal contract years in an amount in each such year equal to or greater than the Costs Savings Amount, the amount of the Costs Savings Incentive Payment made to the Operator shall be repaid by the Operator to the Port Authority on demand provided that if the said reduction in the Projected Costs and the Actual Costs in any such fiscal contract year resulting from the Cost Savings Idea is less than the Cost Savings Amount, the Port Authority, in consultation with the Airline Fuel Committee, may take into consideration contributing facts or circumstances in computing the full amount of the said repayment obligation of the Operator. The Port Authority shall have the right to elect to credit the amount of any such repayment to be made by the Operator against the payment obligations of the Port Authority under the Agreement, with the said credit to continue until the full amount of the repayment is made.

"(G) Without limiting any other obligation of the Operator under this Agreement, the Operator agrees that in any event it shall use its best efforts to keep its costs under this Agreement for each fiscal contract year as low as possible.

"(H) Annual Statements: The Operator shall submit to the Port Authority within sixty (60) days after the end of each fiscal contract year or after the date of any earlier termination or revocation of this Agreement, an annual statement certified by a responsible fiscal officer of the Operator setting forth annual totals of the Actual Costs by the Operator for such fiscal contract

year. The said annual statement shall list individually the Actual Costs with respect to the items set forth in Exhibit Z:09 and shall indicate any variance between the individual Actual Costs and the individual Projected Costs. The said annual statement shall also set forth the annual total of the result of the Operator's monthly comparison of the Projected Costs to the Actual Costs."

4. By executing this Supplemental Agreement, the Operator and each such person signing on behalf of the Operator certifies that the Operator and each parent and/or affiliate of the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b) and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those set forth in the Agreement or this Supplemental Agreement; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff or equipment with any business entity.

The foregoing certification as to (a) through (k) shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of ten percent (10%). Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.).

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

Affiliate - An entity in which the parent of the Operator owns more than fifty percent (50%) of the voting stock, or an entity in which a group of principal owners which

owns more than fifty percent (50%) of the Operator also owns more than fifty percent (50%) of the voting stock.

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

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil antitrust investigations, the term does not include inquiries made by any civil government agency concerning the 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 Operator by whatever titles known.

Parent - An individual, partnership, a joint venture or corporation which owns more than fifty percent (50%) of the voting stock of the Operator.

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the Operator and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the Operator or if such services are provided on an alternating or interchangeable basis between the Operator and the other business(es) or not-for-profit organizations(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: Telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment shall be considered to be shared whenever the Operator shares the ownership and/or the use of any equipment with any other business or not-for-profit organization Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not-for-profit organization, the Operator has entered into a formal lease for use of the equipment and exercises exclusive use of the equipment; or when the Operator owns equipment that it has formally leased to another business

or-not-for-profit organization, and for the duration of such lease the Operator has relinquished all right to the use of such leased equipment.

5. By executing this Supplemental Agreement, the Operator and each person signing on behalf of the Operator certifies that: (a) the Operator has not made any offers or agreements or given or agreed to give anything of value (see definition of "anything of value" appearing in the paragraph 7 below) or taken any other action with respect to any 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 effective April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority), nor does the Operator have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency

The foregoing certification as to "(a)" and "(b)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each parent, affiliate, director and officer of the Operator, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Operator with an ownership interest in excess of ten percent (10%). Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certifications as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. In addition, the Operator is advised that knowingly providing a false certification 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.).

6. During the term of the Agreement, the Operator shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing 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 of such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, of duties on behalf of the Port Authority, whether or not such duties are related to the Agreement or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of the Agreement. As used herein "anything of value" shall include but not be limited to any gift, gratuity, money, goods, equipment, services, meals, entertainment, lodging, transportation, discounts not available to the general public, favors, loans or the cancellation thereof, preferential treatment or business opportunity. It shall also include an offer of employment or the use of confidential information described by the Code of Ethics dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority); such term shall not include compensation contemplated by the Agreement or any other Port

Authority contract. The contractor shall include the provisions of this clause in each subcontract entered into under the Agreement.

7. (a) The Operator hereby understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or private remedies reserved to the Port Authority under the Agreement or otherwise available under law to recover damages, including without limitation, treble damages, costs and attorney's fees, or to obtain other available relief or private remedy for damages sustained as a result of or arising out of collusive bidding practices, violations of any of the antitrust laws or any other laws of the United States or the States of New York and New Jersey, or other wrongful actions engaged in by the Operator or others. The Operator hereby agrees not to raise the execution of this Supplemental Agreement by the Port Authority and delivery thereof to the Assignor as a defense or as grounds for estoppel in any action for such damages, relief or private remedies.

(b) The Operator hereby further understands and agrees that the execution by the Port Authority of this Supplemental Agreement and delivery to the Operator of a fully executed original or copy thereof shall not be or be deemed to be a waiver by the Port Authority of any rights or remedies of the Port Authority under the Agreement or otherwise available to it under law to recover damages, direct, indirect or consequential, including without limitation, costs and attorney's fees, or to obtain other available relief, legal or equitable, including without limitation indemnification, contribution and restitution, related to, in connection with, resulting from or arising out of any act, omission, liability or responsibility of the Operator or others with respect to any prior, existing or future environmental condition, contamination, impairment, cleanup or remediation at the Airport or any part thereof, or areas adjacent thereto, or with respect to compliance with, or failure to comply with, or violation of, applicable laws, ordinances, governmental rules, regulations, permits, licenses and orders. The Operator agrees not to raise the execution of this Supplemental Agreement (or any prior supplemental agreement to the Agreement) by the Port Authority and the delivery thereof to the Operator as a defense or as grounds for estoppel in any action or proceeding for such damages, relief or remedies.

8. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Operator with any liability or held liable to it under any term or condition of this Supplemental Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof

9. (a) In addition to and without limiting any of the other insurance required to be maintained by the Operator under the Agreement, the Operator in its own name as insured and including the Port Authority as an additional insured shall procure and maintain the following insurance providing for coverage in the minimum limits set forth below: (i) Commercial General Liability insurance, including but not limited to premises operations, products-completed operations; explosion, collapse and underground property damages, personal injury and independent contractors, with a broad form of property damage endorsement, with a contractual liability endorsement covering the obligations assumed by the Operator pursuant to subparagraph (1) of this paragraph (c), (ii) Comprehensive Automobile Liability insurance covering owned, non-owned and hired vehicles, and (iii) Operator's Pollution Liability insurance including, but not limited to, coverage for sudden, unintended, and unexpected seepage.

pollution or contamination and providing for coverage in the minimum limits set forth below, and the said Operator's Pollution Liability insurance must be procured on an occurrence basis and must include on-site and off-site clean-up and be site specific.

(b) The said policies of insurance shall be in addition to all policies of insurance otherwise required by the Agreement or the Operator may provide such insurance by requiring each contractor engaged by it for the Leak Detection Installation Work to procure and maintain such insurance including such contractual liability endorsement. said insurance, whether procured by the Operator or by the 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 Operator or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. In addition to the foregoing, the Operator shall procure and maintain Builder's Risk (All Risk) Completed Value Insurance covering the Leak Detection Installation Work during the performance thereof including material delivered to the site but not attached to the realty. Such insurance shall name the Port Authority, the City of Newark, the Operator and its contractors and subcontractors as additional assureds and such policy shall provide that the loss shall be adjusted with and payable to the Operator Such proceeds shall be used by the Operator for the repair, replacement or rebuilding of the Leak Detection Installation Work and any excess shall be paid over to the Port Authority.

(c) The said policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Operator thereunder with respect to any claims or actions against the Operator by a third person shall pertain and apply with like effect with respect to any claim or actions against the Operator by the Port Authority, but such endorsement shall not limit, vary, or affect the protections afforded the Port Authority thereunder as an additional assured.

(d) The said Commercial General Liability insurance policy shall have a limit of not less than $500,000,000 combined single limit per occurrence for bodily injury and property damage liability, and said Comprehensive Automobile Liability policy shall have a limit of not less than $50,000,000 combined single limit per accident for bodily injury and property damage liability. The said Operator's Pollution Liability insurance policy shall have a limit of not less than $50,000,000 combined single limit per occurrence.

(e) The Operator 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.

(f) Without limiting the provisions hereof, in the event the Operator 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.

10. Effective as of October 31, 2005, the following shall be deemed added to the Agreement:

"In event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Lessee, the Lessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Lessee under this Agreement or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Agreement, including, without limitation, the Port Authority's rights to terminate the letting hereunder; or (ii) any obligations of the Lessee under this Agreement."

11. Without in any way limiting the provisions set forth in the Sections of this Agreement entitled "Termination", "Right of Re-entry" and "Survival of the Obligations of the Lessee", unless otherwise notified 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 under this Agreement, as it may be extended from time to time, 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 (i) the annual rate of Annual Basic Rental I and Annual Basic Rental II in effect on the date of such expiration or termination, plus (ii) all items of Additional Rent and other periodic charges payable with respect to the premises by the Lessee at the annual rate in effect during the 365 day period 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.

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.

12. As hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Agreement shall be and remain in full force and effect

13. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be duly executed as of the day and year first above written.

ATTEST:

By _____ Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

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

(Title) _____
(Seal)

ATTEST:

By _____ Secretary

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By _____

Name ROBERT L. ROSE
(Please Print Clearly)

(Title) President
(Corporate Seal)

Allied Aviation Service Company of New Jersey, Inc.
11/22/49
State of New Jersey

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

TAMPA PIPELINE CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated December 8, 200X, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement

ATTEST:

TAMPA PIPELINE CORPORATION

Secretary

By _____

(Title) President

(Corporate Seal)

Tampa Pipeline Corporation 12/18/67

ALLIED AVIATION HOLDINGS CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated December 8, 200X, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement.

ATTEST:

ALLIED AVIATION HOLDINGS CORPORATION

State of Florida

Secretary

By _____

(Title) President

(Corporate Seal)

Allied Aviation Holdings Corporation 7/9/01 State of Florida

(Port Authority Acknowledgment)

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

On the 30TH day of DECEMBER in the year 200[illegible], before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID [illegible]

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.

(notarial seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI5026210
Qualified in Queens County
My Commission Expires June 14, 20[illegible]

(Corporate Acknowledgment Allied Aviation Service Company of New Jersey, Inc

STATE OF FLORIDA)
)ss.:
COUNTY OF SARASOTA)

On the 8TH day of DECEMBER in the year 200[illegible], before me, the undersigned, a Notary Public in and for said state, personally appeared
Robert L. Rose

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

(notarial seal and stamp)

(Corporate Acknowledgment - Tampa Pipeline Corporation)

STATE OF FLORIDA)
)ss.:
COUNTY OF SARASOTA)

On the 8TH day of DECEMBER in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L Rose 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.

E. Emmerson Browning Jr
(notarial seal and stamp)

(Corporate Acknowledgment - Allied Aviation Holdings Corporation)

STATE OF FLORIDA)
)ss.:
COUNTY OF SARASOTA)

On the 8TH day of DECEMBER in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert L Rose 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.

E. Emmerson Browning Jr
(notarial seal and stamp)

ALLIED AVIATION SERVICE COMPANY OF N.J.
NEWARK FUELING BUDGET
2009 - 2011

	2009	2010	2011
SALARIES & WAGES			
Labor Hours	10,067,621	10,369,660	10,681,750
Labor-Management	3,703,275	3,814,373	3,928,804
Payroll Related	5,721,849	5,893,505	6,070,310
Sub-Total	**19,492,755**	**20,077,538**	**20,679,864**
DIRECT EXPENSES			
Utilities	58,000	59,740	61,532
Telephone	67,500	69,525	71,611
Office & Computer Supplies	122,660	126,340	130,130
Product Filters	86,380	88,971	91,641
Uniforms & Employee Related	236,805	243,909	251,226
Auto Gas	1,105,788	1,138,962	1,173,131
Repair / Maintenance M&O	140,509	144,715	149,056
Repair / Maintenance I/P	1,577,780	1,625,113	1,673,867
Property Rental	18,000	18,540	19,096
Equip. Amortization / Depreciation	55,000	56,650	58,350
Misc. Managers Expenses	9,600	9,888	10,185
Outside Services	354,688	365,229	376,269
Inspection Test & Fuel Analysis	178,800	184,164	189,689
Waste Removal	24,315	25,044	25,795
Tank Cleaning	-	-	-
Cathodic Protection	-	-	-
Sub-Total	**4,035,817**	**4,156,891**	**4,281,598**
INDIRECT EXPENSES			
Permits / Fees	6,500	6,695	6,896
Insurance			
Auto Liability	7,812	8,046	8,288
Ground Liability	369,371	380,452	391,865
Off Airport Liability Ins	28,368	29,219	30,096
Petroleum Stock	42,509	43,784	45,098
Facility Insurance	115,212	118,668	122,228
Equipment Floater	70,056	72,158	74,322
Environmental Insurance	133,663	137,673	141,803
ATA Audits	8,280	8,528	8,784
Professional Fees	6,000	6,180	6,365
LPA Costs	12,000	12,360	12,731
Special Projects	-		
Labor Contingency	300,000		
Sub-Total	**1,099,771**	**823,764**	**848,477**
DIRECT AND INDIRECT COST	**24,628,343**	**25,058,193**	**25,809,939**
MISCELLANEOUS INCOME	(6,000)	(6,000)	(6,000)
MARGIN	**860,000**	**880,000**	**900,000**
TOTAL COST	**25,482,343**	**25,932,193**	**26,703,939**
GALLONS (000,000)	**778.8**	**794.3**	**810.2**
COST PER GALLON	**0.0327**	**0.0326**	**0.0330**

For the Port Authority

For the Lessee

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For the Port Authority

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TOTAL MAINTENANCE & OPERATION COST - ALL COST CENTERS

2009

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Percent of Total
SALARIES & WAGES														
Cash Handling	801,592	794,192	917,213	731,178	915,972	[illegible]	[illegible]	904,017	788,109	789,176	1,065,441	902,365	10,067,931	[illegible]
Labor Management	[illegible]	275,595	[illegible]	267,264	[illegible]	158,512	235,131	334,043	285,050	295,050	[illegible]	285,452	3,203,275	[illegible]
Fringe Benefits	490,025	[illegible]	314,051	[illegible]	[illegible]	472,940	[illegible]	480,150	[illegible]	[illegible]	[illegible]	468,183	5,721,849	[illegible]
Sub Total	1,594,591	1,503,953	1,826,565	1,462,891	1,698,177	1,530,933	1,513,966	1,718,190	1,529,549	1,528,690	1,869,950	1,656,000	19,492,755	79.15%
DIRECT EXPENSES														
Jobbers	14,500	[illegible]	[illegible]									14,500	58,000	[illegible]
Telephone	[illegible]	[illegible]	5,625	5,625	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	5,625	5,625	[illegible]	67,500	[illegible]
Office & Computer Supplies	[illegible]	[illegible]	[illegible]	8,650	[illegible]	[illegible]	8,650	7,945	[illegible]	8,650	7,945	8,650	122,660	[illegible]
Product Testing		[illegible]			[illegible]			21,595			[illegible]		86,380	[illegible]
Health & Employee Benefits	[illegible]	[illegible]	21,309	[illegible]	[illegible]	[illegible]	21,055	19,705	15,705	29,405	15,705	15,705	296,805	[illegible]
Natural Gas	[illegible]	75,181	[illegible]	[illegible]	[illegible]	84,954	83,109	79,610	89,823	87,682	[illegible]	82,655	1,105,788	[illegible]
Repair & Maintenance M&D	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	22,975	10,575	10,575	[illegible]	[illegible]	[illegible]	140,500	[illegible]
Repair & Maintenance HP	169,[illegible]	[illegible]	124,625	152,500	[illegible]	[illegible]	152,500	116,925	124,625	152,500	116,925	116,925	1,577,700	[illegible]
Property Rental	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1,500	1,500	1,500	[illegible]	18,000	[illegible]
Long Term Amortization / Depreciation							55,000	-					55,000	0.
Misc. Management Expenses	800	800	800	800	800	800	[illegible]	800	800	800	800	800	9,600	[illegible]
Outside Services	29,516	31,016	[illegible]	[illegible]	[illegible]	31,016	29,016	[illegible]	29,016	[illegible]	[illegible]	[illegible]	354,688	[illegible]
Information Cost & Fuel Analysis	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	14,050	15,350	14,050	15,750	[illegible]	178,800	[illegible]
Waste Removal	1,945	1,945	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1,945	1,945	[illegible]	1,945	[illegible]	24,315	[illegible]
Lab Expense	-													[illegible]
Lease Expense														[illegible]
Sub Total	293,192	268,162	357,147	318,210	334,021	291,164	398,299	308,691	303,231	337,473	323,857	301,869	[illegible]	[illegible]
INDIRECT EXPENSES														
Permit Fees							6,500						6,500	[illegible]
Insurance														
Auto Liability	651	651	651	651	651	[illegible]	651	651	651	651	651	651	7,812	[illegible]
Liquor Liability	28,592	26,947	[illegible]	29,946	[illegible]	32,125	32,462	33,091	30,158	31,456	32,382	31,946	369,171	[illegible]
Off Premise Liquor Liability	2,364	2,364	2,364	2,364	2,364	2,364	2,364	2,364	2,364	2,364	2,364	2,364	28,368	[illegible]
Property Stock	3,542	3,542	3,542	3,542	[illegible]	[illegible]	3,542	3,542	3,542	3,542	3,542	3,542	42,500	[illegible]
Equipment Insurance	9,601	9,601	[illegible]	[illegible]	[illegible]	9,601	9,601	9,601	9,601	9,601	9,601	[illegible]	115,212	[illegible]
Employee Theft	5,838	5,838	[illegible]	[illegible]	5,838	5,838	[illegible]	[illegible]	5,838	5,838	5,838	5,838	70,056	[illegible]
Environmental Insurance	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
ATA Audit											5,280		5,280	[illegible]
Professional Fees	500	[illegible]	[illegible]	500	[illegible]	500	500	500	500	500	[illegible]	[illegible]	[illegible]	[illegible]
EPA Costs	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1,000	[illegible]	[illegible]	[illegible]	12,000	[illegible]
Special Projects														[illegible]
Lease Contingency	150,000	150,000											100,000	[illegible]
Sub-Total	[illegible]	[illegible]	65,791	64,581	[illegible]	66,758	73,599	[illegible]	64,853	66,081	[illegible]	[illegible]	[illegible]	[illegible]
DIRECT AND INDIRECT COST	2,201,310	2,092,700	2,249,503	1,845,682	2,098,375	1,918,900	2,006,363	2,094,607	1,897,605	1,932,244	2,267,103	2,021,950	24,626,343	
MISCELLANEOUS INCOME	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(6,000)	
MARGIN	71,667	71,667	71,667	71,667	71,667	71,667	71,667	71,667	71,667	71,667	71,667	71,667	860,000	
TOTAL COST	2,272,477	2,163,567	2,320,670	1,916,849	2,169,541	2,089,067	2,077,530	2,165,773	1,968,772	2,003,410	2,338,270	2,092,117	25,482,343	
GALLONS (000,000)	60.3	56.8	65.7	63.1	66.6	67.7	68.4	69.8	63.6	66.3	64.1	66.3	778.8	
COST PER GALLON	0.0377	0.0359	0.0353	0.0304	0.0326	0.0295	0.0304	0.0310	0.0309	0.0302	0.0365	0.0316	0.0327	

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TOTAL MAINTENANCE & OPERATION COST - ALL COST CENTERS

2010

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Percent of Total
SALARIES & WAGES														
Labor-Hourly	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	10,369,660	[illegible]
Labor-Management	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	5,814,573	[illegible]
Fringe Related	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	5,893,505	[illegible]
Sub-Total	1,541,798	1,548,046	1,551,362	1,506,778	1,749,071	1,618,107	1,579,985	1,769,736	1,575,635	1,574,551	1,926,649	1,785,680	29,077,538	[illegible]
DIRECT EXPENSES														
Utilities	[illegible]	[illegible]	[illegible]									[illegible]	59,740	[illegible]
Telephone	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	69,525	[illegible]
Office & Computer Supplies	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	126,340	[illegible]
Protective Fibers		[illegible]			[illegible]			[illegible]			[illegible]		88,971	[illegible]
Contractors & Employee Repairs	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	233,909	[illegible]
Auto Gas	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1,148,962	[illegible]
Repair / Maintenance M&O	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	144,715	[illegible]
Repair / Maintenance I/P	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1,625,813	[illegible]
Property Repair	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	16,340	[illegible]
Equipment Amortization / Depreciation							[illegible]						50,450	[illegible]
Misc. Managers Expenses	824	[illegible]	824	824	824	824	824	[illegible]	824	824	824	824	9,888	[illegible]
Outside Services	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	365,329	[illegible]
Inspection Test & Fuel Analysis	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	184,164	[illegible]
Waste Removal	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	25,044	[illegible]
Tank Cleaning														[illegible]
Cathodic Protection														[illegible]
Sub Total	404,988	379,206	367,861	327,356	344,042	299,899	410,763	317,951	312,330	347,397	333,572	310,925	4,156,891	14.49%
INDIRECT EXPENSES														
Permits Fees														
Insurance							[illegible]						4,845	[illegible]
Auto Liability	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	8,044	[illegible]
Ground Liability	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	380,452	[illegible]
Off Airport Liability Ins	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	39,219	[illegible]
Personal Auto	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	43,784	[illegible]
Fidelity Insurance	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	118,668	[illegible]
Employee Health	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	72,159	[illegible]
Sales Tax Insurance	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	137,673	[illegible]
ATA Audit														[illegible]
Independent Fees	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	8,520	[illegible]
FFA Dues	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	6,180	[illegible]
Special Projects													12,300	[illegible]
Labor Contingencies														[illegible]
Sub-Total	85,124	63,425	67,765	66,519	68,213	69,761	75,605	69,758	66,768	68,964	75,496	68,464	823,744	3.29%
DIRECT AND INDIRECT COST	2,112,649	1,990,681	2,019,958	1,901,053	2,161,326	1,981,767	2,066,554	2,157,445	1,954,533	1,990,111	2,335,116	2,084,660	25,058,193	
MISCELLANEOUS INCOME	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
MARGIN	73,333	73,333	73,333	73,333	73,333	73,333	73,333	73,333	73,333	73,333	73,333	73,333	880,000	
TOTAL COST	2,185,683	2,063,515	2,093,621	1,973,886	2,234,659	2,059,601	2,139,887	2,230,778	2,027,867	2,063,044	2,407,950	2,157,502	25,938,193	
GALLONS (000,000)	61.5	58.0	67.0	64.4	67.9	69.1	69.8	71.2	64.9	67.6	65.3	67.8	794.3	
COST PER GALLON	0.0355	0.0356	0.0357	0.0307	0.0329	0.0298	0.0306	0.0313	0.0312	0.0305	0.0369	0.0319	0.0326	

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For the Port Authority

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TOTAL MAINTENANCE & OPERATION COST - ALL COST CENTERS

2011

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	% TOTAL
SALARIES & WAGES														
Labor-Hourly	552,637	800,123	973,032	775,707	971,760	816,371	834,321	959,021	836,104	837,192	1,066,672	957,319	10,680,750	[illegible]
Labor-Management	319,512	292,370	419,208	284,037	298,270	348,515	302,598	354,387	302,399	[illegible]	392,574	302,837	3,928,804	15.22%
Payroll Related	519,872	501,926	545,524	492,237	531,513	501,765	490,155	509,370	483,195	48[illegible]96	524,783	496,695	6,070,310	[illegible]
Sub-Total	1,692,020	1,594,487	1,937,803	1,551,981	1,801,543	1,666,650	1,627,385	1,822,828	1,622,698	1,621,787	1,983,830	1,756,850	20,679,864	80.13%
DIRECT EXPENSES														
Utilities	[illegible]	15,383	15,383	-	-	-	-	-	-	-		15,383	61,532	[illegible]
Telephone	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	5,968	71,611	0.28%
Office & Computer Supplies	9,177	[illegible]	8,561	9,177	[illegible]	8,561	9,177	8,429	8,561	9,177	8,429	8,561	130,139	[illegible]
Product Filters	-	[illegible]	-		22,910			22,910		-	22,910	-	91,641	0.36%
Uniforms & Employee Related	28,952	22,905	25,512	26,908	14,083	16,661	22,254	20,505	16,661	25,891	16,661	16,661	251,226	0.97%
Auto Gas	115,546	104,377	126,625	74,920	158,[illegible]	90,127	88,[illegible]7	83,822	95,293	93,022	104,472	85,692	1,173,131	4.55%
Repair / Maintenance M&O	11,643	11,219	11,219	11,643	11,219	11,219	28,[illegible]74	11,219	11,219	11,643	11,219	11,219	149,056	0.58%
Repair / Maintenance IT	180,141	123,621	132,512	161,787	124,046	124,046	161,787	124,046	132,[illegible]02	161,787	124,046	124,046	1,673,867	6.49%
Property Rental	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591	19,096	0.07%
Equipment Amortization / Depreciation	-			-	-		58,350	-	-	-		-	58,350	0.23%
Misc. Managers Expenses	849	849	849	849	849	849	849	849	849	849	849	849	10,185	0.04%
Outside Services	31,313	32,905	32,905	30,252	32,9[illegible]	32,905	30,783	30,783	30,783	30,783	28,561	31,313	376,289	1.46%
Inspection Test & Fuel Analysis	16,709	14,906	16,709	14,906	16,709	14,906	16,709	14,906	16,709	14,906	16,709	14,906	189,689	0.73%
Waste Removal	2,063	2,063	2,063	2,408	2,063	2,063	2,408	2,063	2,063	2,408	2,063	2,063	25,796	0.10%
Tank Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Cathodic Protection	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Sub-Total	417,137	390,583	378,897	337,589	354,363	308,896	423,086	327,490	321,700	358,025	343,579	320,253	4,281,598	16.59%
INDIRECT EXPENSES														
Permits / Fees	-		-			-	6,896			-	-		6,896	0.03%
Insurance														
Auto Liability	691	691	691	691	691	691	691	691	691	691	691	691	8,288	0.03%
Ground Liability	30,3[illegible]	28,565	33,053	31,770	3[illegible],515	31,020	34,439	35,106	37,027	33,361	32,232	33,361	391,865	1.52%
Off Airport Liability Ins	[illegible]508	2,5[illegible]	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	2,508	30,096	0.12%
Petroleum Stock	[illegible]58	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	3,758	45,098	0.17%
Facility Insurance	10,186	10,186	10,186	10,186	10,186	10,186	10,186	10,186	10,186	10,186	10,186	10,186	122,228	0.47%
Equipment Floater	6,194	6,194	6,194	6,194	6,194	6,194	6,194	6,194	6,194	6,194	6,194	6,194	74,322	0.29%
Environmental Insurance	11,817	11,817	11,817	11,817	11,817	11,817	11,817	11,817	11,817	11,817	11,817	11,817	141,803	0.55%
AFA Audits		-	-	-	-		-	-	-	-	8,784	-	8,784	0.03%
Professional Fees	530	530	530	530	530	530	530	530	530	530	530	530	6,365	0.02%
EPA Costs	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	12,731	0.05%
Special Projects		-	-	-	-	-	-	-	-	-	-		-	0.00%
Labor Contingency		-		-		-	-	-	-	-	-	-		0.00%
Sub-Total	67,077	65,332	69,797	68,514	70,259	70,824	78,079	71,850	68,771	70,105	77,761	70,105	848,477	3.29%
														0.00%
DIRECT AND INDIRECT COST	2,176,235	2,050,402	1,386,498	1,958,084	2,226,166	2,046,370	2,128,550	2,222,168	2,013,169	2,049,917	2,405,170	2,147,208	25,809,939	
MISCELLANEOUS INCOME	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	[illegible]	[illegible]	-	
MARGIN	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	900,000	
TOTAL COST	2,250,735	2,124,902	2,460,998	2,032,584	2,300,666	2,120,870	2,203,050	2,296,668	2,087,669	2,124,417	2,479,670	2,221,708	26,703,939	
GALLONS (000,000)	62.7	59.1	68.3	65.7	69.3	70.5	71.2	72.6	66.2	69.0	66.6	69.0	810.2	
COST PER GALLON	0.0359	0.0359	0.0360	0.0309	0.0332	0.0301	0.0309	0.0316	0.0315	0.0308	0.0372	0.0322	0.0330	

Exhibit Z-09
(Page 4)

THIS SUPPLEMENT TO LEASE SHALL NOT BE BINDING ON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE OPERATOR BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Agreement No. AN-652
Newark Liberty International Airport
Supplement No. 23

SUPPLEMENTAL AGREEMENT NO. 23

THIS AGREEMENT, made as of the 31st day of December, 2011 (hereinafter referred to as the "Supplemental Agreement") by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter referred to as the "Port Authority") and **ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.** (formerly named Ogden Aviation Service Company of New Jersey, Inc., formerly and previously named Allied Aviation Service Company of New Jersey, Inc. and hereinafter referred to as the "Operator") a corporation organized and existing under the laws of the State of New Jersey,

WITNESSETH, that:

WHEREAS, by an Information for Bidders, a Proposal and an Addendum No. 1 thereto dated March 15, 1973, the offer for which was submitted by the Operator under date of March 23, 1973 and accepted by the Port Authority under date of May 1, 1973 (all of the foregoing, together with the supplemental agreements thereto made as of May 1, 1976, May 1, 1979, August 3, 1981, May 1, 1982, August 1, 1982, December 27, 1983, November 1, 1984, May 1, 1985, November 1, 1985, May 1, 1988, October 31, 1988, May 1, 1991, October 31, 1991, April 30, 1994, July 1, 1996, May 1, 1997, November 1, 1999, May 1, 2000, March 1, 2002, April 30, 2003, May 1, 2006, and December 31, 2008 being hereinafter collectively called the "Agreement"), the Operator agreed, among other things, to be responsible for the maintenance, operation and caretaking of the Underground Aviation Fuel System (as defined in the Agreement) at Newark Liberty International Airport (hereinafter called the "Airport"); and

WHEREAS, the Port Authority and the Operator desire to extend the effective period of the Agreement and to amend the Agreement in certain respects, as hereinafter provided:

NOW, THEREFORE, the Port Authority and the Operator hereby agree, effective as of January 1, 2012, as follows:

1. The effective period of the Agreement is hereby extended to and including December 31, 2014, subject to earlier termination or revocation as provided therein.

2. Subparagraph (3) of paragraph (d) of Article III of the Agreement, as heretofore amended, is hereby further amended to read as follows:

"(3) Four percent (4%) of the sum of items (1) and (2) above, up to a total of $250,000 for the period from January 1, 2012 through December 31,

2014, but in no event to exceed a total of $100,000 in any fiscal contract year during said period; and"

3. Article IX subparagraph (b)(2)(b) of the Agreement, as previously amended, is hereby further amended to read as follows:

"(b) 4 – 5,000 gallon tanker trucks.

All of the fueling vehicles such as , but not limited to, tanker trucks, hydrant carts, and tow carts, in addition to non-fueling vehicles such as managerial vehicles and maintenance vehicles such as, but not limited to, pick-up trucks, snow plows, vacuum trucks, sedans, mini-vans, sports utility vehicles (which are referred to interchangeably herein as 'tanker trucks' or 'fuel trucks') are hereinafter collectively called 'the Service Fleet'."

4. Article XII of the Agreement, as previously amended, is hereby further amended to read as follows:

"Article XII. Method of Payments to the Operator

"(A) Projected Costs: For purposes of this Agreement, the Operator has submitted to the Port Authority projections of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder; such projections for each fiscal contract year, or portion thereof, during the period January 1, 2012 through December 31, 2014 are shown on the exhibit attached hereto, hereby made a part hereof and marked 'Exhibit Z:12' and are hereinafter called the 'Projected Costs'; provided, however, that payments of Projected Costs and monthly Projected Costs under Paragraph (C) hereof shall not include the amount, if any, set forth in Exhibit Z:12 (or any other amount) for 'Labor Contingency'. Such projections for each month of the fiscal contract year commencing January 1, 2012 and ending December 31, 2014 are also shown on Exhibit Z:12 (page 3) and said monthly breakdown of the Projected Costs are herein called the 'monthly Projected Costs'). It is expressly understood and agreed that the Projected Costs set forth in said Exhibit Z:12 for the fiscal contract year commencing January 1, 2012 and ending December 31, 2013 (herein referred to as the '2012 contract year') and for the fiscal contract year commencing January 1, 2013 and ending December 31, 2013 (herein referred to as the '2013 contract year') and and for the fiscal contract year commencing January 1, 2014 and ending December 31, 2014 (herein referred to as the '2014 contract year') shall be subject to further review and adjustment by the Port Authority as follows:

"(1) Annual Review and Adjustment: With respect to the 2012 contract year, the Operator, on or before December 31, 2011 shall advise the Port Authority by written notice signed by the President of a Vice President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:12 for the 2012 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of the specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year, its being understood that there shall be no increase in the Operator's fixed annual management fee, denominated as 'Management Fee' as set forth on

Exhibit Z:12 for said 2012 contract year. With respect to the 2013 contract year, the Operator, on or before December 31, 2012, shall advise the Port Authority by written notice signed by the President or a Vice President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:12 for the 2013 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year, it being understood that there shall be no increase in the Operator's fixed management fee, denominated as 'Management Fee' as set forth in Exhibit Z:12 for said 2013 contract year. With respect to the 2014 contract year, the Operator, on or before December 31, 2013, shall advise the Port Authority by written notice signed by the President or a Vice President of the Operator whether the Operator desires that the Projected Costs set forth in Exhibit Z:12 for the 2014 contract year are to remain as stated in the said Exhibit for said contract year or whether the same are to be revised based on new projections by the Operator of specified costs of operating and maintaining the System and of performing other obligations and services required hereunder for the said contract year, it being understood that there shall be no increase in the Operator's fixed management fee, denominated as 'Management Fee' as set forth in Exhibit Z:12 for said 2014 contract year In the event the Operator desires to revise the Projected Costs for the 2012 contract year, the 2013 contract year, or the 2014 contract year, as the case may be, it shall submit with the said notice its proposed projections of costs for the 2012 contract year, the 2013 contract year, or the 2014 contract year, as the case may be, in the same form as Exhibit Z:12 and with the exact same types of specified costs but with the desired revised amounts. The Operator shall also include with each of the aforesaid notices a monthly breakdown of the Projected Costs for the respective fiscal contract year in the same form as Exhibit Z:12 (page 3) showing both the breakdown of said Projected Costs as the same are set forth in Exhibit Z:12 (page 2) and also based on the proposed revisions (revised amounts only) thereto.

"After its receipt of the Operator's notice, the Port Authority shall review the proposed costs for the 2012 contract year, the 2013 contract yearor the 2014 contract year, as the case may be, whether based on those set forth in Exhibit Z:12 or on proposed revisions submitted with the Operator's notice. In the said review of said projected costs, the Port Authority and the Operator agree to consult with each other in good faith, and, if appropriate, to meet to discuss possible adjustments to said proposed projected costs. The Operator shall have the right to present to the Port Authority all appropriate materials in support of the Operator's proposed revisions, the Port Authority agreeing to give a full and fair review to all such revisions and supporting materials provided the same are timely submitted during the period for Port Authority review as described herein.

"No later than sixty (60) days after its receipt from the Operator of the aforesaid notice and after the Port Authority's aforesaid review has been completed, the Port Authority shall advise the Operator of the Port Authority's election:

"(i) To continue with the Projected Costs for the 2012 contract year, the 2013 contract year, or the 2014, as the case may be, as the same are set forth in Exhibit Z:12; or

"(ii) To accept the proposed revisions as submitted by the Operator with its aforesaid notice; or

"(iii) To adjust the proposed revisions as submitted by the Operator with its aforesaid Notice; or

"(iv) To adjust the Projected Costs as the same are set forth in Exhibit Z:12 for the said contract year (whether or not the Operator has submitted proposed revisions to said Projected Costs with its aforesaid notice).

"In the event the Port Authority elects to continue with the Projected Costs for the 2012 contract year as the same are set forth in Exhibit Z:12, Exhibit Z:12 shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:12 (page 3), and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2012 contract year. In the event the Port Authority elects to continue with the Projected Costs for the 2013 contract year as the same are set forth in Exhibit Z:12, Exhibit Z:12 shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:12 (page 4), and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2013 contract year. In the event the Port Authority elects to continue with the Projected Costs for the 2014 contract year as the same are set forth in Exhibit Z:12, Exhibit Z:12 shall continue in full force and effect with respect to said contract year, and a copy of the appropriate monthly breakdown of Projected Costs submitted by the Operator shall be attached to the Port Authority's notice and labeled as Exhibit Z:12 (page 5), and in such event the term 'monthly Projected Costs' shall be deemed to mean the said monthly breakdown of costs with respect to the 2014 contract year

"With respect to the 2012 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:12A containing the new amounts for the 2012 contract year and which from and after January 1, 2012 shall be deemed to be substituted in lieu of Exhibit Z:12 attached hereto, but solely with respect to said contract year. With respect to the 2013 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new

Exhibit to be labeled Exhibit Z:13 containing the new amounts for the 2013 contract year and which from and after January 1, 2013 shall be deemed to be substituted in lieu of Exhibit Z:12 attached hereto, but solely with respect to said contract year. With respect to the 2014 contract year, in the event the Port Authority elects to accept the said proposed revisions of the Operator pursuant to item (ii) above, or elects to make the adjustment pursuant to either item (iii) or item (iv) above, the new Projected Costs and the monthly breakdown thereof shall be attached to the Port Authority's notice to the Operator in the form of a new Exhibit to be labeled Exhibit Z:14 containing the new amounts for the 2014 contract year and which from and after January 1, 2014 shall be deemed to be substituted in lieu of Exhibit Z:12 attached hereto, but solely with respect to said contract year.

"It is understood and agreed that any revision to the Projected Costs as above provided shall not increase the amount of the Operator's annual fixed fee (as defined in Paragraph (E) below).

"(2) It is understood and agreed that the Port Authority and the Operator in the above-provided review and adjustment procedure for determining the Projected Costs for the 2012, 2013 and 2014 contract years shall consider the forecasts of estimated activities of the users of the system for each of the aforesaid contract years.

"(3) The term 'Projected Costs' as used in this Agreement shall be deemed to include the monthly Projected Costs with respect to the applicable fiscal contract year. With respect to the 2012 contract year, the 2013 contract year, and the 2014 contract year, in the event the Port Authority elects items (ii), (iii) or (iv) of subparagraph (1) above, the terms 'Projected Costs' and 'monthly Projected Costs' as used in this Agreement shall mean the projection of specified costs as shall be set forth in the revised and relabeled Exhibit Z:12 attached to the Port Authority's notice for the respective contract year as described above.

"(4) Copies of the notices described in subparagraph (1) above may also be sent by the Port Authority to each of the Airline Lessees (as such term is defined in Article XXI hereof).

"(B) (1) It is understood and agreed that there shall be deemed included in the Projected Costs and in the Actual Costs, as hereinafter defined, and in the payments to the Operator under Paragraph (C) (3) of this Article XII the following:

"(i) The Operator's costs with respect to the fuel expenses mentioned in paragraph (f) of Article III;

"(ii) The Operator's costs with respect to the other equipment mentioned in paragraph (1) of Article IX amortized over an appropriate period;

"(iii) The Operator's costs with respect to repair and maintenance of the Building as described in paragraph (e) of Article VIII;

"(iv) Interest at the rate of four percent (4%) per annum with respect to the interim monthly amortization amount as set forth in Article VIII, it being recognized that said four percent (4%) interest is in excess of the six percent (6%) rate specified in Article VIII;

"(v) The Operator's costs of insurance with respect to the insurance requirements described in paragraph (g) of Article VIII, in paragraph (h) or Article IX, in paragraphs (b), (c) and (d) of Article XIII and in paragraph (g) of Article IX-A;

"(vi) The Operator's costs with respect to its obligations and services pursuant to Article XV;

"(vii) The Operator's costs with respect to all parts, equipment, materials, tools and supplies for the hydrant carts and the Operator's costs with respect to the fuel expenses for said hydrant carts, as mentioned in paragraph (a) of Article III of the Agreement, as amended, it being understood, however, that the inclusion of the said Operator's costs in the Projected Costs and in the Actual Costs and in the payments to the Operator based on the same shall have effect from January 1, 2012 and shall be of prospective effect solely, and, further, that neither the said inclusion, not anything contained in the Agreement, as amended, shall or shall be deemed to alter, modify, change, waive or prejudice in any way the rights of the Port Authority under the Agreement to disallow the inclusion of any of the said Operator's costs in the Projected Costs or the Actual Costs for any period prior to January 1, 2012; and

"(viii) The Operator's costs with respect to the operation, maintenance and repair of the Supplemental Service Fleet or any fueling truck forming a part thereof, of any nature whatsoever, including insurance, pursuant to Article IX-A hereof.

"(2) It is specifically understood and agreed that the Projected Costs and the Actual Costs, as hereinafter defined, do not inclued and shall not be deemed to include any costs with respect to any of the following:

"(i) The reimbursable items as defined in paragraph (a) of Article III;

"(ii) The reimbursable utilities as defined in paragraph (a) of Article III;

"(iii) The reimbursable services as defined in paragraph (c) of Article III;

"(iv) The reimbursable maintenance cost as defined in paragraph (d) of Article III;

"(v) The interim monthly amortization amounts as defined in paragraph (f) of Article VIII;

"(vi) The specialized equipment as defined in paragraph (k) of Article IX;

"(vii) Any of the obligations imposed on the Operator pursuant to paragraph (h) of Article III, Article VII, paragraphs (c), (h) and (k) of Article VIII and Article XXI;

"(viii) The obligations of the Operator under Article XXXIII of this Agreement.

"The monthly payments of Projected Costs and Actual Costs, as hereinafter defined, to be made by the Port Authority under Paragraph (C) (3) of this Article XII shall not include any of the foregoing items. Projected Costs and Actual Costs, as hereinafter defined, shall not include and shall not be deemed to include any other obligations of the Operator which are to be solely and fully borne by the Operator, including without limitation the obligations of the Operator under paragraph (a) of Article XIII hereof. The foregoing shall not be construed to limit, impair or preclude any right or remedy of the Port Authority hereunder or otherwise.

"(3) It is expressly understood and agreed that the Projected Costs and Actual Costs, as hereinafter defined, upon which the Port Authority's payments under this Paragraph (C) hereof are based, are and shall be limited to those types of specified costs set forth in Exhibit Z:12 attached hereto and that no payments of Projected Costs and Actual Costs shall be made to the Operator by the Port Authority for any type or types of costs other than those set forth in Exhibit Z:12 as herein provided.

"(C) (1) Monthly statements: Not later than the fifteenth (15th) day of February, 2012 and not later than the fifteenth (15th) day of each and every month thereafter during the effective period of this Agreement, including the month following the expiration or earlier termination thereof; the Operator shall certify to the Port Authority by means of a sworn statement of a responsible fiscal officer of the Operator the following (in each case with all sufficient details, itemization, identification of the users of the system and corresponding gallonage):

"(a) The number of gallons of aviation fuel delivered by the Operator into the aircraft of all Airline Users other than Fixed Based Operator(s) during the preceding calendar month;

"(b) The number of gallons of aviation fuel delivered by the Operator into the fuel trucks of each Fixed Base Operator during the preceding calendar month;

"(c) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each Fuel Storage Permittee during the preceding calendar month;

"(d) The number of gallons of aviation fuel received from each Fuel Storage Permittee which is not an Aviation Fuel Supplier during the preceding calendar month;

"(e) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Airline Customer of each Aviation Fuel Supplier during the preceding calendar month;

"(f) The number of gallons of aviation fuel delivered by the Operator into the aircraft of each Fuel Storage Permittee during the preceding calendar month;

"(g) The number of gallons of aviation fuel received from each Aviation Fuel Supplier on behalf of each of its customers who are general aviation aircraft operators during the preceding calendar month;

"(h) The total number of gallons of aviation fuel received by the Operator into the fuel storage facilities of the System during the preceding calendar month.

"The statement covering item (b) shall also be delivered to the Fixed Base Operator; the statements covering items (c) and (d) shall also be delivered to each Fuel Storage Permittee, and when such Permittee is a Supplier, the statement shall individually list each Fuel Storage Permittee and each Airline Customer for which the receipt and/or delivery of the aviation fuel has been made; the statement covering item (e) shall also be supplied to each Airline Customer as to deliveries to its aircraft; the statements covering item (f) shall also be delivered to each Fuel Storage Permittee.

"Each of the monthly statements of the Operator to be submitted to the Port Authority as described in this Paragraph (C) are herein sometimes referred to as the 'Operator's monthly statement.'

"(2) Monthly statements: Actual Costs/Monthly Comparison to Projected Costs: The Operator's monthly statements to be submitted by the Operator to the Port Authority hereunder shall also include a statement certified and sworn to by a responsible fiscal officer of the Operator setting forth the amounts of all of the actual costs of the types specified in the Operator's Projected Costs as shown in Exhibit Z:12 actually incurred by the Operator during the immediately preceding calendar month in the performance of the operations and services to be performed by the Operator hereunder (the 'Actual Costs').

"Each of the said Operator's monthly statements shall also list individually the Actual Costs with respect to the items named in Exhibit Z:12 and shall indicate any variance between the Actual Costs and the Projected Costs for the said immediately preceding calendar month.

"Each of the said Operator's monthly statements shall also set forth the monthly Projected Costs for the month in which the statement is submitted (hereinafter referred to as the 'monthly Projected Costs for the current

month') based on the said Exhibit Z:12 and, in the event said Exhibit is revised for the 2012, 2013, or 2014 contract years in accordance with the provisions of Paragraph (A) above, based on the revised version or versions of the Exhibit Z:12.

"The portion of each of the Operator's monthly statement which sets forth the variance between individual Actual Costs and individual Projected Costs, as described, shall also be sent by the Operator to each of the Airline Lessees.

"(3) Monthly payments: The Port Authority, no later than ten (10) days immediately following its receipt of the Operator's monthly statement for the immediately preceding calendar month, shall pay to the Operator:

"(i) The monthly Projected Costs for the current month;

"(ii) The current month's installment of the Operator's annual fixed fee, as hereinafter defined in Paragraph (E) below;

"(iii) Subject to and without limiting the provisions of paragraph (G) of this Article XII and the provisions of Article XXVIII hereof, it is understood and agreed that in the event the Operator's Actual Costs for the calendar month immediately preceding the current month exceed the monthly Projected Costs for the said immediately preceding calendar month, as certified in the Operator's monthly statement for the current month, the Port Authority's payment hereunder shall include an additional adjustment amount equal to the amount constituting the difference between said Actual Costs for the said month and said monthly Projected Costs; and that in the event the Actual Costs for the calendar month immediately preceding the current month were less than the monthly Projected Costs for said immediately preceding month, the Port Authority shall credit against its payment obligations hereunder the full amount of said difference, with the said credit or credits for each such month to continue until the same are exhausted.

"It is specifically understood and agreed that the amount, if any, set forth in Exhibit Z:12 (or any other amount) for 'Labor Contingency' shall not be included in Port Authority payments of Projected Costs and such amount is to be payable by the Port Authority only if and to the extent actually expended by the Operator and includible in Actual Costs hereunder.

"(D) The Operator agrees:

"(1) To maintain, in accordance with accounting practices acceptable to the Port Authority, records and books of account recording all of its transactions hereunder, which records and books of account shall be kept at all times within the Port of New York District during the effective period of this Agreement and for seven (7) years after the expiration or earlier revocation or termination thereof (and if material to litigation initiated within that time said records and books of account shall be preserved until the final determination of

the controversy), and which records and books of account shall show (i) the basis and all supporting documents for each and every statement required to be furnished hereunder by the Operator; (ii) the costs of the Operator of conducting all of its operations hereunder, the revenues of whatever kind or nature from such operations, the method of amortizing and depreciating costs of whatever kind or nature and the resulting profit (or loss) to the Operator from the operations hereunder; (iii) all of the actual costs; (iv) the basis and all supporting documents for each and every statement and certification submitted by the Operator under the Costs Savings Incentive Program as described in Paragraph (F) below; (v) such other information as the Port Authority may from time to time request; and (vi) date and nature of each item of service, repair and maintenance provided by the Operator with respect to the System, including without limitation the hydrant carts, and the fuel trucks comprising the Service Fleet pursuant to Article IX of this Agreement, and the fueling trucks supplied by the Port Authority pursuant to Article IX-A of this Agreement, and the Building pursuant to Article VIII hereof;

"(2) To permit during ordinary business hours the examination and audit by the officers, employees and representatives of the Port Authority of the aforesaid records and books of account required to be maintained by the Operator;

"(3) To permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Operator, including without limitation thereto any metering or measuring devices;

"(4) To install and use such measuring and metering devices, invoicing machines and other equipment or devices for recording quantities received and quantities delivered as may be appropriate to the business of the Operator and necessary or desirable to keep accurate records;

"(5) To furnish to the Port Authority at such time as the Port Authority may from time to time and at any time request a sworn statement of a responsible fiscal officer of the Operator setting forth in such detail as requested by the Port Authority and covering the twelve (12) month period immediately preceding the date of the request the information required to be shown under subparagraph (1) of this Paragraph (D) of this Article XII; and

"(6) To permit a semi-annual review by the Port Authority and representatives of the Airline Fuel Committee (as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof) of the Operator's Projected Costs and Actual Costs (without limiting any other term or provision of this Agreement).

"(E) The Operator's annual fixed fee: for each of the three fiscal contract years, or portion thereof, during the period commencing January 1, 2012 and expiring December 31, 2014, the Operator's annual management fee (the 'Operator's annual fixed fee') shall be in the following amounts:

"(1) For the 2012 contract year, the Operator's annual fixed fee shall be in the amount of Nine Hundred Thousand Dollars and No Cents ($900,000.00), payable to the Operator in monthly installments at the times set

forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:12 attached hereto.)

"(2) For the 2013 contract year, the Operator's annual fixed fee shall be in the amount of Nine Hundred Thousand Dollars and No Cents ($900,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:12 attached hereto.)

"(3) For the 2014 contract year, the Operator's annual fixed fee shall be in the amount of Nine Hundred Thousand Dollars and No Cents ($900,000.00), payable to the Operator in monthly installments at the times set forth in Paragraph (C) (3) above. (The Operator's annual fixed fee is denominated as 'Management Fee' on Exhibit Z:12 attached hereto.)"

"(F) 'Costs Savings Incentive Program':

"(1) (a) It is intended that the Operator will, during the period January 1, 2012 through December 31, 2014 of the term of this Agreement, use its best efforts to develop costs savings ideas for the achievement of the reduction in Actual Costs (as defined in Paragraph (C) (2) above) of items of costs set forth in Exhibit Z:12 and that the Operator shall do so without limiting, diminishing, compromising or impairing its operations, services, standards and duties, responsibilities and obligations under this Agreement or the integrity, reliability or safety of the System ('Costs Savings Idea'). On or before February 28, 2012 and within sixty (60) days after the end of the 2013 contract year and at the same time that the Operator submits the statement required under Paragraph (H) hereof, the Operator shall submit to the Port Authority the Operator's written proposal for the adoption of the Operator's Costs Savings Idea, which writing shall be signed by a responsible fiscal officer of the Operator, and is herein referred to as the 'Operator's Costs Savings Certification'. The Operator shall set forth in the Operator's Costs Savings Certification the full description of each such Costs Savings Idea and the Operator's certification and request to the Port Authority for its consideration as to the eligibility of such Costs Savings Idea for a Costs Savings Incentive Payment. Port Authority consideration of each such Costs Savings Idea will be made, in consultation with the Airline Fuel Committee (as such Committee is defined in paragraph 405 of Article 4 of the Operator's fuel service agreements defined in Article II hereof). The Operator's Costs Savings Certification shall include and be accompanied by such documentation as is necessary to demonstrate to the satisfaction of the Port Authority, in consultation with said Airline Fuel Committee, that such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator; that said such Costs Savings Idea was directly and solely the cause of a reduction in an item or items of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year. The Operator's Costs Savings Certification shall clearly set forth the amount and calculation of said costs savings reduction. Further, the Operator's Costs Savings Certification shall also include the Operator's certification that each such Costs Savings Idea is and shall be in compliance with the terms and provisions of this Agreement and in compliance with all applicable laws, ordinances, governmental rules, regulations,

permits, licenses and orders; and that each such Costs Savings Idea will be incorporated into and reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year. Further, the Operator's Costs Savings Certification shall also include the Operator's certification that all of the criteria set forth in subparagraph (b) below have been satisfied.

"(b) After its receipt of the Operator's Costs Savings Certification, the Port Authority, in consultation with the Airline Fuel Committee, will determine the eligibility of the same for Costs Savings Incentive Payment and the amount thereof, it being understood and agreed that said determination of the Port Authority shall be controlling and final. Eligibility of a Costs Savings Idea included in the Operator's Costs Savings Certification for Costs Savings Incentive Payment and the amount thereof will be determined using the following general criteria: the achievement of the reduction in total Actual Costs of items set forth in Exhibit Z:12 without limiting, compromising or impairing the Operator's operations, services, standards and duties and obligations under this Agreement or the integrity, reliability or safety of the System; whether such Costs Savings Idea has been initiated, investigated and implemented (subject to any prior Port Authority approval under the terms and provisions of this Agreement) by the Operator; whether such Costs Savings Idea was directly and solely the cause of a reduction in an item or items of Actual Costs for the preceding fiscal contract year and a reduction in total Actual Costs for said fiscal contract year; computability and verification, by documentation and otherwise, of the amount of said costs savings reduction; whether each such Costs Savings Idea will be incorporated into and will reduce the Operator's Projected Costs and Actual Costs for each succeeding contract year in an amount in each such year not less than the cost savings reduction achieved in the preceding fiscal contract year; and whether said costs savings reduction amount is based on items of costs actually incurred by the Operator for the preceding contract year. 'Costs Savings Amount' shall mean the amount, if any, determined by the Port Authority, as aforesaid, as eligible for a Costs Savings Incentive Payment in accordance with the terms hereof.

"Anything to the contrary notwithstanding, a Costs Savings Idea shall not be implemented or submitted by the Operator or be eligible for consideration for a Costs Savings Incentive Payment if the same would be violative of any of the terms and provisions of this Agreement or violative of or not in compliance with any applicable law, ordinance, governmental rule, regulation, permit, license or order, or of any Port Authority rule, regulation or policy.

"(c) 'Costs Savings Incentive Payment' shall mean an amount equal to the product obtained from the following calculation:

(Costs Savings Amount - $25,000.00) x 50% = Costs Savings Incentive Payment; provided, however, that where such calculation produces a negative amount, the Costs Savings Incentive Payment shall equal zero and no such Payment shall be made.

"It is specifically understood and agreed that the amount, if any, set forth in Exhibit Z:12 (or any other amount) for 'Labor Contingency' shall not form the basis for, or be included in, any Costs Savings Amount of Costs Savings Incentive Payment.

"(2) (a) In the event, and solely in the event, that the Port Authority determines that a Costs Savings Idea is eligible for a Costs Savings Incentive Payment in accordance with the foregoing provisions hereof, and subject to the additional conditions described in subparagraphs (b) and (c) below, the amount of the Costs Savings Incentive Payment shall be paid to the Operator not later than sixty (60) days following such determination provided, however, that the foregoing or any Costs Savings Payment to be made shall not affect, reduce or diminish any amount to be credited to the Port Authority pursuant to the provisions of subparagraph (iii) of Paragraph (C) (3) above and the Port Authority shall have the right to apply such credits against any such Payment.

"(b) Any Costs Savings Incentive Payment made by the Port Authority hereunder shall be subject to all rights of audit and inspection by the Port Authority as provided in this Agreement, including without limitation under Paragraph (D) of this Article XII and under Article XXVIII hereof, and it is further understood that at the election of the Port Authority, no payment will be made if the Port Authority's inspection or audit does not substantiate the contents of any Operator's Costs Savings Certification and until such matters have been resolved to the satisfaction of the Port Authority, but the Port Authority shall have no obligation to conduct any such inspection or audit at such time.

"(c) Each Costs Savings Idea determined by the Port Authority to be eligible for a Costs Savings Incentive Payment shall be incorporated by the Operator into its proposed revisions to Projected Costs under the provisions of Paragraph (A) (1) above for the fiscal contract year in which such payment was made and for each succeeding fiscal contract year, and into the Projected Costs and the Actual Costs for each of the said fiscal contract year provide that the foregoing shall not limit or restrict the rights of the Port Authority under said Paragraph (A) (1) or under any other term or provision hereof. Without limiting any other rights of remedies of the Port Authority, in the event that a Costs Savings Idea upon which a Costs Savings Incentive Payment was made is not incorporated by the Operator in the Projected Costs and the Actual Costs for each of the aforesaid fiscal contract years, or in the event that such Costs Savings Idea does not reduce the Projected Costs and the Actual Costs for each of the said fiscal contract years in an amount in each such year equal to or greater than the Costs Savings Amount, the amount of the Costs Savings Incentive Payment made to the Operator shall be repaid by the Operator to the Port Authority on demand provided that if the said reduction in the Projected Costs and the Actual Costs in any such fiscal contract year resulting from the Cost Savings Idea is less than the Cost Savings Amount, the Port Authority, in consultation with the Airline Fuel Committee, may take into consideration contributing facts or circumstances in computing the full amount of the said repayment obligation of the Operator. The Port Authority shall have the right to elect to credit the amount of any such repayment to be made by the Operator

against the payment obligations of the Port Authority under the Agreement, with the said credit to continue until the full amount of the repayment is made.

"(G) Without limiting any other obligation of the Operator under this Agreement, the Operator agrees that in any event it shall use its best efforts to keep its costs under this Agreement for each fiscal contract year as low as possible.

"(H) Annual Statements: The Operator shall submit to the Port Authority within sixty (60) days after the end of each fiscal contract year or after the date of any earlier termination or revocation of this Agreement, an annual statement certified by a responsible fiscal officer of the Operator setting forth annual totals of the Actual Costs by the Operator for such fiscal contract year. The said annual statement shall list individually the Actual Costs with respect to the items set forth in Exhibit Z:12 and shall indicate any variance between the individual Actual Costs and the individual Projected Costs. The said annual statement shall also set forth the annual total of the result of the Operator's monthly comparison of the Projected Costs to the Actual Costs."

5. By executing this Supplemental Agreement, the Operator and each such person signing on behalf of the Operator certifies that the Operator and each parent and/or affiliate of the Operator has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b) and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those set forth in the Agreement or this Supplemental Agreement; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff or equipment with any business entity.

The foregoing certification as to (a) through (k) shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of ten percent (10%). Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this

Supplemental Agreement and the inclusion therein of such certification as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. The Operator is advised that knowingly providing a false certification 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.).

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

Affiliate - An entity in which the parent of the Operator owns more than fifty percent (50%) of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent (50%) of the Operator also owns more than fifty percent (50%) of the voting stock.

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

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil antitrust investigations, the term does not include inquiries made by any civil government agency concerning the 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 Operator by whatever titles known.

Parent - An individual, partnership, a joint venture or corporation which owns more than fifty percent (50%) of the voting stock of the Operator.

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the Operator and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the Operator or if such services are provided on an alternating or interchangeable basis between the Operator and the other

business(es) or not-for-profit organizations(s). "The services of an employee" should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: Telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment shall be considered to be shared whenever the Operator shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not-for-profit organization, the Operator has entered into a formal lease for use of the equipment and exercises exclusive use of the equipment; or when the Operator owns equipment that it has formally leased to another business or-not-for-profit organization, and for the duration of such lease the Operator has relinquished all right to the use of such leased equipment.

6. By executing this Supplemental Agreement, the Operator and each person signing on behalf of the Operator certifies that: (a) the Operator has not made any offers or agreements or given or agreed to give anything of value (see definition of "anything of value" appearing in the paragraph 7 below) or taken any other action with respect to any 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 effective April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority), nor does the Operator have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Operator which constitutes a breach of the ethical standards set forth in said code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the Operator for the purpose of securing business, has been employed or retained by the Operator to solicit or secure this Supplemental Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.

The foregoing certification as to "(a)" and "(b)" shall be deemed to have been made by the Operator as follows: since the Operator is a corporation, such certification shall be deemed to have been made not only with respect to the Operator itself, but also with respect to each parent, affiliate, director and officer of the Operator, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Operator with an ownership interest in excess of ten percent (10%). Moreover, the foregoing certification shall be deemed to have been authorized by the Board of Directors of the Operator, and such authorization shall be deemed to include the signing and submission of this Supplemental Agreement and the inclusion therein of such certifications as the act and deed of the corporation.

The foregoing certification shall be deemed to have been made by the Operator with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in entering into this Supplemental Agreement. In addition, the Operator is advised that knowingly providing a false certification 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.).

7. During the term of the Agreement, the Operator shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing 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 of such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, of duties on behalf of the Port Authority, whether or not such duties are related to the Agreement or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of the Agreement. As used herein "anything of value" shall include but not be limited to any gift, gratuity, money, goods, equipment, services, meals, entertainment, lodging, transportation, discounts not available to the general public, favors, loans or the cancellation thereof, preferential treatment or business opportunity. It shall also include an offer of employment or the use of confidential information described by the Code of Ethics dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority); such term shall not include compensation contemplated by the Agreement or any other Port Authority contract. The contractor shall include the provisions of this clause in each subcontract entered into under the Agreement.

8. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Operator with any liability or held liable to it under any term or condition of this Supplemental Agreement, or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

9. (a) In addition to and without limiting any of the other insurance required to be maintained by the Operator under the Agreement, the Operator in its own name as insured and including the Port Authority as an additional insured shall procure and maintain the following insurance providing for coverage in the minimum limits set forth below: (i) Commercial General Liability insurance, including but not limited to premises operations, products-completed operations; explosion, collapse and underground property damages, personal injury and independent contractors, with a broad form of property damage endorsement, with a contractual liability endorsement covering the obligations assumed by the Operator pursuant to subparagraph (1) of this paragraph (c), (ii) Comprehensive Automobile Liability insurance covering owned, non-owned and hired vehicles, and (iii) Operator's Pollution Liability insurance including, but not limited to, coverage for sudden, unintended, and unexpected seepage, pollution or contamination and providing for coverage in the minimum limits set forth below; and the said Operator's Pollution Liability insurance must be procured on an occurrence basis, and must include on-site and off-site clean-up and be site specific.

(b) The said policies of insurance shall be in addition to all policies of insurance otherwise required by the Agreement or the Operator may provide such insurance by requiring each contractor engaged by it for the Leak Detection Installation Work to procure and maintain such insurance including such contractual liability endorsement, said insurance, whether procured by the Operator or by the 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 Operator or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. In addition to the foregoing, the Operator shall procure and maintain Builder's Risk (All Risk) Completed Value Insurance covering the Leak Detection Installation Work during the performance thereof including material delivered to the site but not attached to the realty. Such insurance shall name the Port Authority, the City of Newark, the

Operator and its contractors and subcontractors as additional assureds and such policy shall provide that the loss shall be adjusted with and payable to the Operator. Such proceeds shall be used by the Operator for the repair, replacement or rebuilding of the Leak Detection Installation Work and any excess shall be paid over to the Port Authority.

(c) The said policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Operator thereunder with respect to any claims or actions against the Operator by a third person shall pertain and apply with like effect with respect to any claim or actions against the Operator by the Port Authority, but such endorsement shall not limit, vary, or affect the protections afforded the Port Authority thereunder as an additional assured.

(d) The said Commercial General Liability insurance policy shall have a limit of not less than $500,000,000 combined single limit per occurrence for bodily injury and property damage liability, and said Comprehensive Automobile Liability policy shall have a limit of not less than $50,000,000 combined single limit per accident for bodily injury and property damage liability. The said Operator's Pollution Liability insurance policy shall have a limit of not less than $50,000,000 combined single limit per occurrence.

(e) The Operator 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.

(f) Without limiting the provisions hereof, in the event the Operator 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.

10. Without in any way limiting the provisions set forth in the Sections of this Agreement entitled "Termination", "Right of Re-entry" and "Survival of the Obligations of the Lessee", unless otherwise notified 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 under this Agreement, as it may be extended from time to time, 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 (i) the annual rate of Annual Basic Rental I and Annual Basic Rental II in effect on the date of such expiration or termination, plus (ii) all items of Additional Rent and other periodic charges payable with respect to the premises by the Lessee at the annual rate in effect during the 365 day period 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.

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.

11. As hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Agreement shall be and remain in full force and effect.

12. This Supplemental Agreement and the Agreement which it amends constitute the entire agreement between the Port Authority and the Operator on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Operator. The Operator agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be duly executed as of the day and year first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Secretary

By _____

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

(Title) _____

ATTEST:

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.

By Alin R. Nicholas
Treasurer ~~Secretary~~

By Robert L. Rose

Name ROBERT L. ROSE
(Please Print Clearly)

(Title) President

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

KO

JJL/NEI

TAMPA PIPELINE CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated 11\23, 2004, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement.

ATTEST: **TAMPA PIPELINE CORPORATION**

Alice R. Nicholas
Treasurer ~~Secretary~~

By Robert L. Rose

(Title) President

ALLIED AVIATION HOLDINGS CORPORATION, as Guarantor pursuant to a Contract of Guaranty dated 11\23, 2004, hereby acknowledges, consents and agrees to the terms, covenants, provisions and conditions of the Agreement as extended, amended and supplemented by this Supplemental Agreement.

ATTEST: **ALLIED AVIATION HOLDINGS CORPORATION**

Alice R. Nicholas
Treasurer ~~Secretary~~

By Robert L Rose

(Title) President

EXHIBIT Z:12

Allied Aviation Service Company of New Jersey, Inc.

Newark Fueling Budget

2012-2014

(See attached)

KO

For the Port Authority

Initialed:

R.R. Rose

For the Lessee

ALLIED AVIATION SERVICE COMPANY OF NEW JERSEY, INC.
NEWARK FUELING BUDGET
2012 - 2014

	2012	2013	2014
SALARIES & WAGES			
Labor-Hourly	10,103,106	10,406,199	10,718,385
Labor-Management	3,971,188	4,090,323	4,213,033
Payroll Related	6,144,016	6,328,337	6,518,187
Sub-Total	**20,218,310**	**20,824,859**	**21,449,605**
DIRECT EXPENSES			
Utilities	37,800	38,934	40,102
Telephone	78,000	80,340	82,750
Office & Computer Supplies	130,200	134,106	138,129
Product Filters	98,380	101,331	104,371
Uniforms & Employee Related	239,160	246,335	253,725
Auto Gas	1,159,405	1,194,187	1,230,013
Repair / Maintenance M&O	147,300	151,719	156,271
Repair / Maintenance I/P	1,934,900	1,992,947	2,052,735
Property Rental	15,840	16,315	16,805
Equipment Amortization / Depreciation	103,000	106,090	109,273
Misc. Managers Expenses	12,000	12,360	12,731
Outside Services	383,900	395,417	407,280
Inspection Test & Fuel Analysis	233,500	240,505	247,720
Waste Removal	22,720	23,402	24,104
Tank Cleaning	-	-	-
Cathodic Protection	-	-	-
Sub-Total	**4,596,105**	**4,733,988**	**4,876,008**
INDIRECT EXPENSES			
Permits / Fees	6,180	6,365	6,556
Insurance			-
Auto Liability	7,888	8,124	8,368
Ground Liability	354,520	365,155	376,110
Off Airport Liability Ins.	26,561	27,358	28,178
Petroleum Stock	23,274	23,972	24,692
Facility Insurance	120,688	124,308	128,037
Equipment Floater	61,525	63,370	65,271
Environmental Insurance	111,236	111,236	111,236
ATA Audits	11,276	11,615	11,963
Professional Fees	6,000	6,180	6,365
EPA Costs	12,000	12,360	12,731
Special Projects	200,000	200,000	200,000
Fuel Spill Cost		-	-
Labor Contingency	300,000		
Sub-Total	**1,241,147**	**960,045**	**979,509**
DIRECT AND INDIRECT COST	**26,055,562**	**26,518,892**	**27,305,122**
MISCELLANOUS INCOME	**(12,000)**	**(12,000)**	**(12,000)**
MARGIN	**900,000**	**900,000**	**900,000**
TOTAL COST	**26,943,562**	**27,406,892**	**28,193,122**
GALLONS (000,000)	**711.8**	**726.0**	**740.5**
COST PER GALLON	**0.0379**	**0.0378**	**0.0381**

TOTAL MAINTENANCE & OPERATION COST - ALL COST CENTERS

2012 OPERATING BUDGET

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	PER-CENT OF TOTAL
SALARIES & WAGES														
Labor-Hourly	966,896	756,959	733,372	903,478	734,776	783,198	953,261	736,887	955,663	786,196	786,945	1,005,474	10,103,106	37.50%
Labor-Management	378,064	294,652	279,069	413,035	287,316	303,367	373,986	287,316	373,986	303,367	303,367	373,662	3,971,188	14.74%
Payroll Related	559,292	508,384	496,379	543,016	493,622	503,021	533,990	482,238	524,269	487,143	486,812	525,852	6,144,016	22.80%
Sub-Total	1,904,253	1,559,995	1,508,819	1,859,529	1,515,714	1,589,586	1,861,237	1,506,440	1,853,918	1,576,706	1,577,124	1,904,988	20,218,310	75.04%
DIRECT EXPENSES														
Utilities	9,450	9,450	9,450	-	-	-	-	-	-	-	-	9,450	37,800	0.14%
Telephone	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	78,000	0.29%
Office & Computer Supplies	9,067	32,667	8,792	9,067	8,667	8,792	9,067	8,667	8,792	9,067	8,667	8,892	130,200	0.48%
Product Filters	-	-	24,595	-	24,595	-	-	24,595	-	-	24,595	-	98,380	0.37%
Uniforms & Employee Related	23,155	20,555	30,055	19,155	16,555	18,855	19,955	20,555	16,555	20,655	16,555	16,555	239,160	0.89%
Auto Gas	96,698	96,698	96,698	96,698	96,698	96,698	96,698	96,698	96,698	96,698	96,698	95,723	1,159,405	4.30%
Repair / Maintenance M&O	11,075	11,075	11,075	11,075	11,075	11,075	25,475	11,075	11,075	11,075	11,075	11,075	147,300	0.55%
Repair / Maintenance I/P	166,842	175,842	154,742	149,342	178,842	149,842	150,842	178,842	156,242	150,842	175,842	146,842	1,934,900	7.18%
Property Rental	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	15,840	0.06%
Equipment Amortization / Depreciation	35,000	35,000	33,000	-	-	-	-	-	-	-	-	-	103,000	0.38%
Misc. Managerr Expenses	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	0.04%
Outside Services	35,525	35,125	33,125	30,125	30,625	32,625	32,625	30,625	30,625	30,625	28,625	33,625	383,900	1.42%
Inspection Test & Fuel Analysis	20,351	18,600	19,424	20,351	18,600	19,424	20,351	19,424	18,600	20,351	19,424	18,600	233,500	0.87%
Waste Removal	2,135	1,810	1,810	2,135	1,810	1,810	2,135	1,810	1,810	1,835	1,810	1,810	22,720	0.08%
Tank Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Cathodic Protection	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Sub-Total	418,118	445,642	431,586	346,768	396,287	347,941	365,968	401,111	349,217	349,968	392,111	351,392	4,596,105	17.06%
INDIRECT EXPENSES														
Permits / Fees	-	-	-	-	-	-	6,180	-	-	-	-	-	6,180	0.02%
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Auto Liability	657	657	657	657	657	657	657	657	657	657	657	657	7,888	0.03%
Ground Liability	27,880	24,864	30,435	29,611	29,887	32,159	32,159	32,159	28,586	29,607	27,565	29,607	354,520	1.32%
Off Airport Liability Ins.	2,213	2,213	2,213	2,213	2,213	2,213	2,213	2,213	2,213	2,213	2,213	2,213	26,561	0.10%
Petroleum Stock	1,950	1,887	2,029	1,887	1,944	1,940	1,940	1,940	1,940	1,940	1,940	1,940	23,274	0.09%
Facility Insurance	10,057	10,057	10,057	10,057	10,057	10,057	10,057	10,057	10,057	10,057	10,057	10,057	120,688	0.45%
Equipment Floater	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	61,525	0.23%
Environmental Insurance	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	111,236	0.41%
ATA Audits	-	-	-	-	-	-	-	-	-	11,276	-	-	11,276	0.04%
Professional Fees	500	500	500	500	500	500	500	500	500	500	500	500	6,000	0.02%
EPA Costs	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	0.04%
Special Projects	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	200,000	0.74%
Fuel Spill Cost			-	-	-	-	-	-	-	-	-	-		
Labor Contingency	150,000	150,000	-	-	-	-	-	-	-	-	-	-	300,000	1.11%
Sub-Total	225,321	222,243	77,955	76,989	77,323	79,590	85,770	79,590	76,017	88,314	74,996	77,038	1,241,147	4.61%
DIRECT AND INDIRECT COST	2,547,691	2,227,880	2,018,360	2,283,285	1,989,324	2,017,117	2,312,975	1,987,141	2,279,152	2,014,988	2,044,231	2,333,418	26,055,562	
MISCELLANOUS INCOME	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(12,000)	
MARGIN	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	900,000	
TOTAL COST	2,621,691	2,301,880	2,092,360	2,357,285	2,063,324	2,091,117	2,386,975	2,061,141	2,353,152	2,088,988	2,118,231	2,407,418	26,943,562	
GALLONS (000,000)	56.0	49.9	61.1	59.5	60.0	64.6	64.6	64.6	57.4	59.5	55.4	59.5	711.8	
COST PER GALLON	0.0468	0.0461	0.0343	0.0397	0.0344	0.0324	0.0370	0.0319	0.0410	0.0351	0.0383	0.0405	0.0379	

TOTAL MAINTENANCE & OPERATION COST - ALL COST CENTERS

2013

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Percent of Total
SALARIES & WAGES														
Labor-Hourly	995,903	779,668	755,373	930,582	756,819	806,694	981,859	758,993	984,333	809,782	810,553	1,035,639	10,406,199	37.97%
Labor-Management	389,406	303,492	287,441	425,426	295,936	312,468	385,205	295,936	385,205	312,468	312,468	384,872	4,090,323	14.92%
Payroll Related	576,071	523,635	511,270	559,306	508,431	518,111	550,009	496,705	539,997	501,757	501,417	541,627	6,328,337	23.09%
Sub-Total	1,961,380	1,606,795	1,554,084	1,915,314	1,561,185	1,637,274	1,917,074	1,551,634	1,909,535	1,624,007	1,624,438	1,962,138	20,824,859	75.98%
DIRECT EXPENSES														
Utilities	9,734	9,734	9,734	-	-	-	-	-	-	-	-	9,734	38,934	0.14%
Telephone	6,695	6,695	6,695	6,695	6,695	6,695	6,695	6,695	6,695	6,695	6,695	6,695	80,340	0.29%
Office & Computer Supplies	9,339	33,647	9,055	9,339	8,927	9,055	9,339	8,927	9,055	9,339	8,927	9,158	134,106	0.49%
Product Filters	-	-	25,333	-	25,333	-	-	25,333	-	-	25,333	-	101,331	0.37%
Uniforms & Employee Related	23,850	21,172	30,957	19,730	17,052	19,421	20,554	21,172	17,052	21,275	17,052	17,052	246,335	0.90%
Auto Gas	99,599	99,599	99,599	99,599	99,599	99,599	99,599	99,599	99,599	99,599	99,599	98,595	1,194,187	4.36%
Repair / Maintenance M&O	11,407	11,407	11,407	11,407	11,407	11,407	26,239	11,407	11,407	11,407	11,407	11,407	151,719	0.55%
Repair / Maintenance I/P	171,847	181,117	159,384	153,822	184,207	154,337	155,367	184,207	160,929	155,367	181,117	151,247	1,992,947	7.27%
Property Rental	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	16,315	0.06%
Equipment Amortization / Depre	36,050	36,050	33,990	-	-	-	-	-	-	-	-	-	106,090	0.39%
Misc. Managers Expenses	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	12,360	0.05%
Outside Services	36,591	36,179	34,119	31,029	31,544	33,604	33,604	31,544	31,544	31,544	29,484	34,634	395,417	1.44%
Inspection Test & Fuel Analysis	20,962	19,158	20,007	20,962	19,158	20,007	20,962	20,007	19,158	20,962	20,007	19,158	240,505	0.88%
Waste Removal	2,199	1,864	1,864	2,199	1,864	1,864	2,199	1,864	1,864	1,890	1,864	1,864	23,402	0.09%
Tank Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Cathodic Protection	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Sub-Total	430,661	459,011	444,533	357,171	408,175	358,379	376,947	413,144	359,693	360,467	403,874	361,933	4,733,988	17.27%
INDIRECT EXPENSES														
Permits / Fees	-	-	-	-	-	-	6,365	-	-	-	-	-	6,365	0.02%
Insurance														
Auto Liability	677	677	677	677	677	677	677	677	677	677	677	677	8,124	0.03%
Ground Liability	28,716	25,610	31,348	30,499	30,784	33,124	33,124	33,124	29,444	30,495	28,392	30,495	365,155	1.33%
Off Airport Liability Ins.	2,280	2,280	2,280	2,280	2,280	2,280	2,280	2,280	2,280	2,280	2,280	2,280	27,358	0.10%
Petroleum Stock	2,008	1,944	2,090	1,944	2,003	1,998	1,998	1,998	1,998	1,998	1,998	1,998	23,972	0.09%
Facility Insurance	10,359	10,359	10,359	10,359	10,359	10,359	10,359	10,359	10,359	10,359	10,359	10,359	124,308	0.45%
Equipment Floater	5,281	5,281	5,281	5,281	5,281	5,281	5,281	5,281	5,281	5,281	5,281	5,281	63,370	0.23%
Environmental Insurance	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	111,236	0.41%
ATA Audits	-	-	-	-	-	-	-	-	-	11,615	-	-	11,615	0.04%
Professional Fees	515	515	515	515	515	515	515	515	515	515	515	515	6,180	0.02%
EPA Costs	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	1,030	12,360	0.05%
Special Projects	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	200,000	0.73%
Fuel Spill Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Labor Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Sub-Total	76,802	73,632	79,516	78,521	78,865	81,200	87,565	81,200	77,519	90,186	76,468	78,571	960,045	3.50%
DIRECT AND INDIRECT COST	2,468,844	2,139,438	2,078,133	2,351,006	2,048,225	2,076,853	2,381,586	2,045,977	2,346,748	2,074,660	2,104,780	2,402,642	26,518,892	96.76%
MISCELLANEOUS INCOME	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(12,000)	(0.04%)
MARGIN	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	900,000	3.28%
TOTAL COST	2,542,844	2,213,438	2,152,133	2,425,006	2,122,225	2,150,853	2,455,586	2,119,977	2,420,748	2,148,660	2,178,780	2,476,642	27,406,892	100.00%
GALLONS (000,000)	57.1	50.9	62.3	60.6	61.2	65.9	65.9	65.9	58.5	60.6	56.5	60.6	726.0	
COST PER GALLON	0.0445	0.0435	0.0345	0.0400	0.0347	0.0327	0.0373	0.0322	0.0413	0.0354	0.0386	0.0408	0.0378	

TOTAL MAINTENANCE & OPERATION COST - ALL COST CENTERS

2014

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	Percent of Total
SALARIES & WAGES														
Labor-Hourly	1,025,780	803,058	778,034	958,500	779,524	830,895	1,011,315	781,763	1,013,863	834,076	834,870	1,066,708	10,718,385	38.02%
Labor-Management	401,088	312,596	296,064	438,189	304,814	321,842	396,762	304,814	396,762	321,842	321,842	396,418	4,213,033	14.94%
Payroll Related	593,353	539,344	526,608	576,086	523,683	533,655	564,510	511,606	556,196	516,810	516,459	557,876	6,518,187	23.12%
Sub-Total	2,020,222	1,654,999	1,600,706	1,972,774	1,608,021	1,686,392	1,974,586	1,598,183	1,966,821	1,672,728	1,673,171	2,021,002	21,449,605	76.08%
DIRECT EXPENSES														
Utilities	10,026	10,026	10,026	-	-	-	-	-	-	-	-	10,026	40,102	0.14%
Telephone	6,896	6,896	6,896	6,896	6,896	6,896	6,896	6,896	6,896	6,896	6,896	6,896	82,750	0.29%
Office & Computer Supplies	9,619	34,656	9,327	9,619	9,194	9,327	9,619	9,194	9,327	9,619	9,194	9,433	138,129	0.49%
Product Filters	-	-	26,093	-	26,093	-	-	26,093	-	-	26,093	-	104,371	0.37%
Uniforms & Employee Related	24,565	21,807	31,885	20,322	17,563	20,003	21,170	21,807	17,563	21,913	17,563	17,563	253,725	0.90%
Auto Gas	102,587	102,587	102,587	102,587	102,587	102,587	102,587	102,587	102,587	102,587	102,587	101,553	1,230,013	4.36%
Repair / Maintenance M&O	11,749	11,749	11,749	11,749	11,749	11,749	27,026	11,749	11,749	11,749	11,749	11,749	156,271	0.55%
Repair / Maintenance I/P	177,002	186,550	164,165	158,437	189,733	158,967	160,028	189,733	165,757	160,028	186,550	155,784	2,052,735	7.28%
Property Rental	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	16,805	0.06%
Equipment Amortization / Depreciat	37,132	37,132	35,010	-	-	-	-	-	-	-	-	-	109,273	0.39%
Misc. Managers Expenses	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	12,731	0.05%
Outside Services	37,688	37,264	35,142	31,960	32,490	34,612	34,612	32,490	32,490	32,490	30,368	35,673	407,280	1.44%
Inspection Test & Fuel Analysis	21,590	19,733	20,607	21,590	19,733	20,607	21,590	20,607	19,733	21,590	20,607	19,733	247,720	0.88%
Waste Removal	2,265	1,920	1,920	2,265	1,920	1,920	2,265	1,920	1,920	1,947	1,920	1,920	24,104	0.09%
Tank Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Cathodic Protection	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Sub-Total	443,581	472,781	457,869	367,886	428,421	369,130	388,295	425,538	370,484	371,281	415,990	372,791	4,876,008	17.30%
INDIRECT EXPENSES														
Permits / Fees	-	-	-	-	-	-	6,556	-	-	-	-	-	6,556	0.02%
Insurance														
Auto Liability	697	697	697	697	697	697	697	697	697	697	697	697	8,368	0.03%
Ground Liability	29,578	26,378	32,288	31,414	31,708	34,118	34,118	34,118	30,327	31,410	29,244	31,410	374,110	1.33%
Off Airport Liability Ins.	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	28,178	0.10%
Petroleum Stock	2,068	2,002	2,153	2,002	2,063	2,058	2,058	2,058	2,058	2,058	2,058	2,058	24,692	0.09%
Facility Insurance	10,670	10,670	10,670	10,670	10,670	10,670	10,670	10,670	10,670	10,670	10,670	10,670	128,037	0.45%
Equipment Floater	5,439	5,439	5,439	5,439	5,439	5,439	5,439	5,439	5,439	5,439	5,439	5,439	65,271	0.23%
Environmental Insurance	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	9,270	111,236	0.39%
ATA Audits	-	-	-	-	-	-	-	-	-	11,963	-	-	11,963	0.04%
Professional Fees	530	530	530	530	530	530	530	530	530	530	530	530	6,365	0.02%
EPA Costs	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	1,061	12,731	0.05%
Special Projects	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	200,000	0.71%
Fuel Spill Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Labor Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Sub-Total	78,328	75,063	81,123	80,098	80,453	82,858	89,414	82,858	79,067	92,113	77,984	88,150	979,509	3.47%
DIRECT AND INDIRECT COST	2,542,131	2,202,843	2,139,699	2,420,758	2,108,894	2,138,380	2,452,256	2,106,579	2,416,372	2,136,121	2,167,145	2,473,944	27,305,122	96.85%
MISCELLANEOUS INCOME	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(12,000)	(0.04%)
MARGIN	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	900,000	3.19%
TOTAL COST	2,616,131	2,276,843	2,213,699	2,494,758	2,182,894	2,212,380	2,526,256	2,180,579	2,490,372	2,210,121	2,241,145	2,547,944	28,193,122	100.00%
GALLONS (000,000)	58.2	51.9	63.6	61.9	62.4	67.2	67.2	67.2	59.7	61.9	57.6	61.9	740.5	
COST PER GALLON	0.0449	0.0438	0.0348	0.0403	0.0350	0.0329	0.0376	0.0325	0.0417	0.0357	0.0389	0.0412	0.0381	

(Port Authority Acknowledgment)

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

On the 26th day of January in the year ~~200~~ 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared David Kagan

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

MICHAEL F. SCHMIDT
Notary Public, State of New York
No. 01SC6118149
Qualified in New York County
Commission Expires November 1, 20 12

(Corporate Acknowledgment – Allied Aviation Service Company of New Jersey, Inc.)

STATE OF Florida)
)ss.:
COUNTY OF Sarasota)

On the 23 day of November in the year ~~200~~ 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared

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.

JOHN L. PAPA
Notary Public - State of Florida
My Comm. Expires Jun 27, 2015
Commission # EE 106682

(notarial seal and stamp)

(Corporate Acknowledgment – Tampa Pipeline Corporation)

STATE OF Florida)
)ss.:
COUNTY OF Sarasota)

On the 23 day of November in the year ~~200~~ 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared

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.

JOHN L. PAPA
Notary Public - State of Florida
My Comm. Expires Jun 27, 2015
Commission # EE 106862

(notarial seal and stamp)

(Corporate Acknowledgment - Allied Aviation Holdings Corporation)

STATE OF Florida)
)ss.:
COUNTY OF Sarasota)

On the 23 day of November in the year ~~200~~ 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared

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.

JOHN L. PAPA
Notary Public - State of Florida
My Comm. Expires Jun 27, 2015
Commission # EE 106862

(notarial seal and stamp)